

EXHIBIT A

LEASE AGREEMENT PART 2

ARTICLE 7
SIGNS

Section 7.1 Tenant's Building Signage. Landlord shall supply and install signage on the front exterior wall of the Premises (and obtain all permits and approvals therefor) as part of Landlord's Work in accordance with Exhibits D, D-1, and F hereto, and with the additional provisions of this Lease. Thereafter, Tenant shall have the exclusive right during the Term, at its sole cost and expense, to erect, maintain, and replace on the storefront and exterior walls (including the rear walls) of the Premises, and on the side walls of any entrance design element, if any, signs (including, without limitation, under-canopy or blade signs), banners (including temporary banners placed on the storefront of the Premises and such other walls of the Premises as selected by Tenant), awnings, and flags of such size, design and color as Tenant, from time to time, may desire, subject to compliance with applicable Legal Requirements and the OEA. Tenant may erect and maintain in the interior of the Premises any signs it may desire, provided that same are professionally prepared.

Section 7.2 Pylon/Monument Signage. Landlord shall provide two (2) pylon signs at the locations shown on Exhibit B hereto during the entire Term ("*Tenant's Pylons*"), and obtain all permits and approvals therefor. Landlord, as part of Landlord's Work, shall obtain all governmental approvals and permits for, and shall procure and install, Tenant's sign panel(s) on all sides of the Tenant Pylons, in accordance with the provisions of Article 3 and Exhibits D and F hereto. The dimensions and location of Tenant's pylon sign panel(s) shall be as shown on Exhibit F. In addition, if Landlord constructs or makes available to any other tenant or tenants of the Section III Inline Space occupying less square feet than Tenant, and which already have pylon or monument signage that is equivalent to Tenant's pylon signage, any other signage located in the Common Areas, Landlord shall also include on such signage Tenant's identification sign, as shown on Exhibit F hereto, which shall be in such order on the pylon as the size of other occupants on such pylon (*i.e.*, panels for tenants occupying larger square footage will be located above Tenant's panel). Landlord shall maintain Tenant's Pylons (and all other pylons and monuments bearing Tenant's sign panel, if any) and Tenant's signs thereon, in good order and repair, and allow Tenant access to replace its signs thereon, at Tenant's cost and expense. Landlord shall not change or alter the location, structure, height or general appearance of the pylons or monuments bearing Tenant's sign panel(s) without obtaining Tenant's prior consent. The cost of maintaining all pylons and monuments bearing Tenant's sign panel(s) and the cost of any electricity used to illuminate them, shall be includable in Common Areas Charges; however, neither the cost of individual tenants' signs thereon, nor the cost of the construction of the pylons and monuments, shall be includable in Common Areas Charges.

Section 7.3 Signage: Alteration/Removal/Allocation. Tenant shall have the right, from time to time, without Landlord's approval, to change its signs on the storefront and exterior of the Premises, as well as on any pylon or monument, provided that the area of the new sign is no larger than the area of the sign which it replaces and that the method of construction and attachment is substantially the same. Upon the expiration or earlier termination of the Lease, Tenant shall remove its signs from the fascia or other exterior walls of the Premises and from any pylon or monument, and shall repair any damage occasioned thereby. The signage rights granted to Tenant pursuant to this Article 7 shall, at Tenant's option, be allocated to or between Tenant and/or any subtenant(s) of all or any portion of the Premises (provided, however, if Tenant desires to include more than two (2) names on the Tenant's pylon panel, Tenant's pylon panel shall require Landlord's approval). All signage installed by Landlord and Tenant hereunder shall comply with applicable Legal Requirements and the OEA.

Section 7.4 Cooperation. Landlord, upon request, shall execute any consents or applications which may be required by applicable Legal Requirements to permit the

1 placement, installation, and/or replacement by Tenant of any signs on any part of the
2 Premises or on any pylon or monument, to which Tenant may be entitled under this
3 Lease.

4 Section 7.5 Signage and Building Restrictions and Criteria.

5 7.5.1 No exterior identification signs attached to any building of the
6 Shopping Center shall be of the following type: (i) flashing, moving or audible signs; (ii)
7 signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or
8 exposed transformers, provided that Tenant shall have the right to employ any methods
9 necessary for the installation of internally illuminated self-contained channel letters; or
10 (iii) paper or cardboard signs other than professionally prepared interior window signs
11 advertising special sales within the subject premises and other than vinyl panel signs,
12 temporary signs (exclusive of contractor signs), stickers or decals; provided, however, the
13 foregoing shall not prohibit the placement at the entrance of each such premises of (A)
14 small stickers or decals which indicate hours of business, emergency telephone numbers,
15 credit cards accepted, and other similar information, and/or (B) a sticker or decal which
16 contains the phrase "no solicitation" or words of like import. No billboard signs shall be
17 permitted within the Shopping Center.

18 7.5.2 Subject to Landlord's requirement to maintain certain vegetation in
19 compliance with applicable governmental landscape ordinances, Landlord shall not
20 permit any obstructions (including, without limitation, any trees, bushes or other
21 landscaping, scaffolding or architectural details) to obscure Tenant's storefront, storefront
22 signs or other exterior wall signs or any pylons, monuments or other freestanding signs.
23 Subject to the rights of tenants under Existing Leases, no premises in the Shopping
24 Center containing less Floor Area than the Floor Area of the Premises shall have:
25 (i) building signage possessing more total square footage than the total square footage
26 available for use by Tenant, or a maximum height greater than the maximum height of
27 Tenant's building signage, as measured from the finished floor level to the highest point
28 on such signage, or (ii) a building and entrance design element higher, wider, or which
29 projects farther than the height, width, or projection of the building and entrance design
30 element of the Premises.

31 ARTICLE 8
32 ALTERATIONS AND IMPROVEMENTS

33 Section 8.1 Alterations and Improvements.

34 8.1.1 Tenant shall not perform any structural alterations or structural
35 improvements to the Premises (except to the extent same pertain to Tenant's Work)
36 without the prior approval of Landlord, provided, however, that Tenant's alteration of the
37 exterior of the Premises to conform to Tenant's then-current prototypical elevation shall
38 not require Landlord's consent, provided, however, that the exterior of the Premises shall
39 be reasonably harmonious and aesthetically compatible with the balance of the Shopping
40 Center and the height and perimeter of the exterior of the Premises shall not increase
41 from the perimeter and height of the Premises as originally constructed. All work
42 performed by Tenant in connection with structural and non-structural alterations or
43 improvements shall be done at Tenant's sole cost and expense, in a good and
44 workmanlike manner and in compliance with all applicable Legal Requirements and the
45 OEA and shall not unreasonably interfere with parking for, access to or visibility or use
46 of the remainder of the Shopping Center. The provisions of this Section 8.1 shall not
47 apply to Tenant's building signage, which shall be governed by the applicable provisions
48 of Article 7 above.

49 8.1.2 Tenant may, from time to time, at its sole cost and expense, without
50 the prior approval of Landlord, make non-structural alterations and non-structural
51 improvements to the Premises as Tenant deems necessary or desirable, including, but not

1 limited to, electrical systems, heating, ventilation and air conditioning and other
2 mechanical systems, installation of fixtures and equipment, painting, and wall and floor
3 coverings.

4 8.1.3 Subject to Tenant's compliance with the requirements of this Section
5 8.1.3, Tenant shall have the right to subdivide the Premises into two (2) (but no more
6 than two (2)) separate stores, each of which may have its own front entrance and access
7 to the loading docks in the rear of the Premises, as well as separately sub-metered
8 utilities, provided in no event will either subdivided store contain less than eight thousand
9 (8,000) square feet of Floor Area.

10 8.1.4 Tenant shall have the exclusive right to erect and maintain an
11 antenna and a satellite dish, and/or such other equipment as Tenant shall reasonably
12 desire, on the roof of the Premises, provided that Tenant: (i) obtains Landlord's prior
13 approval of its plans for the installation of such equipment, (ii) uses a contractor
14 designated or approved by Landlord for all roof penetrations so as not to violate or
15 invalidate any roof warranties maintained by Landlord, (iii) maintains the area where roof
16 penetrations are made while Tenant's equipment is present, (iv) repairs any damage to the
17 roof caused by the making of the roof penetrations, including, but not limited to, the
18 repair of the roof penetrations upon the removal of any equipment installed thereon, and
19 (v) erects and maintains such equipment in accordance with applicable Legal
20 Requirements and the OEA.

21 8.1.5 Landlord shall execute and return to Tenant all appropriately
22 completed building department or equivalent applications within ten (10) business days
23 after Tenant's request therefor, and will reasonably cooperate with Tenant in the
24 permitting process.

25 8.1.6 If any violation of any applicable Legal Requirement which is noted
26 against the Greater Shopping Center or the Premises (other than a violation caused by
27 Tenant) prevents Tenant from obtaining a building permit for any alterations or a
28 certificate of occupancy, then, upon request by Tenant, Landlord shall promptly and
29 diligently cause such violation to be removed of record to the extent required to permit
30 Tenant to obtain its building permit or certificate of occupancy, as the case may be.

31 8.1.7 Landlord shall not make any alterations to the Premises (including,
32 without limitation, changing the design, color or materials of the exterior of the Premises)
33 nor shall Landlord construct an additional floor or floors above the Premises. Landlord
34 shall neither make nor permit to be made any alterations to the exterior architectural
35 theme of the remainder of the Shopping Center (as shown on Exhibit D-2 hereto) which
36 would be inconsistent with a comparable shopping center in the state in which the
37 Shopping Center is located (exclusive of other tenants' entrance features) without the
38 prior consent of Tenant.

39 8.1.8 Tenant shall have the exclusive right to erect and maintain on the
40 roof of the Premises, a passive solar array for the production of electricity (the
41 "System"), provided that Tenant: (i) obtains Landlord's prior approval of its plans for the
42 installation of the System, (ii) uses a contractor designated or approved by Landlord for
43 all roof penetrations so as not to violate or invalidate any roof warranties maintained by
44 Landlord, (iii) maintains the area where roof penetrations are made while the System is
45 present, (iv) repairs any damage to the roof caused by the making of the roof
46 penetrations, including, but not limited to, the repair of the roof penetrations upon the
47 removal of any component of the System, and (v) erects and maintains the System in
48 accordance with applicable Legal Requirements. The System shall be deemed to be part
49 of Tenant's Property. In the event that Landlord does not approve, or reject with
50 reasonable detail, Tenant's request for approval of the System or Landlord fails to
51 provide contact information for its approved roofing contractor, in each instance within

1 thirty (30) days after request therefor from Tenant, then the plans for the System shall be
2 deemed approved and/or Tenant shall have the right to use its own contractor to perform
3 any roof penetrations, as applicable. Landlord acknowledges and agrees that Tenant or
4 its Affiliate or transferee shall be the exclusive owner and operator of the System and
5 Landlord shall have no right, title or interest in such equipment or any component
6 thereof, notwithstanding that any such equipment may be physically mounted or adhered
7 to the Premises. Landlord acknowledges and agrees that, notwithstanding the System's
8 presence as a fixture on the Premises, Tenant or its Affiliate or transferee is the sole and
9 exclusive owner of: (i) the electricity generated by the System, (ii) the environmental
10 attributes of the System, and (iii) any and all credits (including tax credits), rebates,
11 benefits, reductions, offsets, and allowances and entitlements of any kind, howsoever
12 entitled, resulting from the environmental or related attributes of the System. Without the
13 express written consent of Tenant, Landlord shall not make or publish any public
14 statement or notice regarding any environmental incentive relating to the System or any
15 environmental attribute of the System or the energy output from the System.

16 8.1.9 Tenant shall be entitled to receive any and all "Incentives"
17 (hereinafter defined) which Tenant may negotiate with, or derive from governmental,
18 non-governmental, private or public utility, or other entities pertaining to construction
19 and/or remodeling (including without limitation Tenant's Work) of the Premises, hiring
20 of employees, or other business operations of Tenant which would cause an owner or
21 occupant of the Premises to be entitled to an Incentive. As used herein, the term
22 "*Incentive*" shall include, without limitation, any cost reduction, refund, voucher, credit,
23 tax relief, abatement, or other monetary inducement (such as, for examples only, energy
24 efficiency incentives, property tax abatements or grants, sales tax refunds or grants, tax
25 credits, governmental grants, utility rebates or refunds, or any other benefit or amount
26 negotiated by, or otherwise allowed to Tenant). If any such Incentive is required to be
27 paid or credited directly to Landlord, then: (i) Landlord shall elect to take the Incentive in
28 a lump sum, or if that is not permitted, then in the shortest number of installments
29 possible, so as to permit Tenant to recoup the full amount of the Incentive during the
30 Term of this Lease, and (ii) within thirty (30) days after Landlord's receipt of the
31 Incentive, Landlord shall pay Tenant for such amount, or in the alternative, Tenant shall
32 be entitled to offset the full amount of such Incentive against the next succeeding
33 installment(s) of Rent then payable under the Lease.

34 ARTICLE 9
35 REPAIRS

36 Section 9.1 Tenant's Repairs. Subject to the provisions of Articles 10 and 11
37 hereof, and except as otherwise provided in Section 9.2 below, Tenant shall maintain in
38 good condition and repair, at its sole cost and expense: (i) the non-structural, interior
39 elements of the Premises (including plate glass, and the electrical, plumbing, mechanical,
40 and/or alarm systems located in, and serving exclusively the Premises); and (ii) the
41 heating, ventilation and air conditioning ("*HVAC*") units exclusively serving the
42 Premises. All repairs and replacements on Tenant's part to be performed hereunder shall
43 be at Tenant's sole cost and expense, and performed in a good and workmanlike manner
44 in accordance with all applicable Legal Requirements.

45 Section 9.2 Landlord's Repairs. Subject to the provisions of Articles 10 and 11
46 hereof, Landlord shall perform, as the same shall from time to time be necessary, all
47 repairs and replacements to the following:

48 (a) the buildings of the Shopping Center and such other portions
49 of the Greater Shopping Center owned by Landlord as necessary to maintain same in
50 good condition and repair (including, without limitation, repainting the exterior walls of
51 the buildings of the Shopping Center (including, without limitation, the Premises)) as
52 same may be reasonably required from time to time during the Term, and during any time

1 period when the Section I Shopping Center and/or the Section II Shopping Center (or any
2 portion thereof) is not owned by Landlord, Landlord shall use its commercially
3 reasonable efforts to enforce its rights under the OEA to cause the portions of Section I
4 Shopping Center and/or the Section II Shopping Center (or any portion thereof) not
5 owned by Landlord, as the case may be, to be maintained in good condition and repair;

6 (b) the structural elements of the Premises, which shall be
7 deemed to include, without limitation, the roof joists, columns, footings, foundation,
8 exterior walls (including, without limitation, repainting, but excluding plate glass,
9 storefront windows, doors, door closure devices, window and door frames, molding,
10 locks and hardware, and painting or other treatment of interior walls), floor (but not the
11 floor covering, unless the same is damaged as a result of a floor defect or settling), and
12 the structural elements of any building of which the Premises may be a part;

13 (c) the roof, gutters, flashings, downspouts and scuppers;

14 (d) the electric, gas, water, sanitary sewer, and other public utility
15 lines serving the Premises, to the point of connection to the Premises (including, without
16 limitation, any fire pump facilities or electrical switch gear serving the Premises);

17 (e) all electric, gas, water, sanitary sewer, and other public utility
18 lines and ducts in or passing through the Premises which do not exclusively serve the
19 Premises; and

20 (f) the non-structural elements of the Premises (including,
21 without limitation, the maintenance, repair and replacement of the HVAC units and the
22 electrical, plumbing, mechanical, and/or fire alarm systems located in or serving the
23 Premises) until the first (1st) anniversary of the Delivery Date, and thereafter for such
24 period of time and to the extent any such non-structural elements are covered by any
25 contractors', manufacturers', vendors', or insurers' warranties or guarantees; and

26 (g) any damage to the Premises or the Shopping Center which is
27 occasioned by (A) the act or omission of Landlord, its employees, agents or contractors,
28 or (B) any breach by Landlord of any provision of this Lease.

29 All repairs and replacements on Landlord's part to be performed hereunder shall
30 be at Landlord's sole cost and expense (and not includable in Common Areas Charges),
31 performed in a good and workmanlike manner in accordance with all applicable Legal
32 Requirements, and without material interference with or disruption to the normal conduct
33 of any business operations in the Premises. Landlord shall give Tenant at least five (5)
34 days' prior notice of any repairs or replacements to, or which would otherwise affect the
35 normal conduct of any business operations in, the Premises (except in the case of an
36 emergency posing imminent risk of material harm to persons or property, in which event
37 Landlord shall only be required to give such notice as is reasonable under the
38 circumstances). If, in Tenant's reasonable judgment, Landlord's repairs would materially
39 interfere with or disrupt the normal conduct of any business operations in the Premises,
40 Landlord shall perform such repairs only after the regular hours of operation of Tenant
41 and any other occupant of the Premises (or any portion thereof), and Landlord shall
42 reimburse Tenant for the reasonable costs and expenses incurred by Tenant in connection
43 with such "after hours" repairs, including, without limitation, utilities charges and
44 security expenses. In the event Landlord does not reimburse Tenant for any amounts
45 payable to Tenant hereunder within ten (10) days after Tenant's demand therefor, Tenant
46 shall have the right (in addition to any rights and remedies to which it may be entitled
47 under this Lease, at law, or in equity) to offset such amounts against Rent, together with
48 interest thereon at the Lease Interest Rate from the date of outlay until reimbursement or
49 full satisfaction by credit.

1 Section 9.3 Legal Compliance Work. Except as hereinafter expressly provided,
2 Landlord shall be responsible, at its sole cost and expense (and not includable in
3 Common Areas Charges), for performing all "Legal Compliance Work" (hereinafter
4 defined). Notwithstanding the foregoing, Tenant shall be responsible, at its sole cost and
5 expense, for the performance of Legal Compliance Work: (a) pertaining to the interior
6 elements of the Premises which are neither structural nor comprise the major building
7 systems serving the Premises; or (b) required solely as a result of Tenant's specific
8 manner of use of the Premises (*i.e.*, are not of general applicability to tenants and
9 occupants of the Greater Shopping Center); provided, however, that the foregoing shall
10 not relieve Landlord of its obligations to perform: (x) Landlord's Work in accordance
11 with all Legal Requirements, and (y) the repairs required in this Lease. As used herein,
12 "Legal Compliance Work" shall mean any obligation, addition, alteration, improvement,
13 or rebuilding, structural or otherwise, to or of the Premises, the Greater Shopping Center,
14 or any part thereof, as applicable, which may be required by reason of any Legal
15 Requirement.

ARTICLE 10

INDEMNIFICATION, INSURANCE AND WAIVER OF SUBROGATION

Section 10.1 Mutual Release, Waiver of Subrogation and Mutual Indemnification.

19 10.1.1 Mutual Waiver of Claims. Landlord and Tenant, on their own behalf
20 and on behalf of anyone claiming under or through either one by way of subrogation,
21 hereby release and waive all rights of recovery and causes of action against each other
22 and their respective Affiliates from any and all liability for any loss or damage to
23 property or resulting from damage to such property (and, in either case, any resulting loss
24 of business or rental income), whether caused by the negligence or fault of the other
25 party, which is normally insured under Special Form property insurance (so-called "All-
26 Risk") and time element insurance required to be maintained hereunder. In the event
27 either Landlord or Tenant is a self-insurer or maintains a deductible (as either may be
28 permitted hereunder), then the self-insuring party or the party maintaining the deductible
29 hereby releases the other party from any liability arising from any event which would
30 have been covered had the required insurance been obtained and/or the deductible not
31 been maintained.

32 10.1.2 Waiver of Subrogation. Landlord and Tenant shall cause each
33 property insurance policy carried by either of them insuring the Premises, the contents
34 thereof, or the Shopping Center, to provide that the insurer waives all rights of recovery
35 by way of subrogation or otherwise against the other party hereto (and all of such other
36 party's Affiliates) in connection with any loss or damage which is covered by such policy
37 or that such policy shall otherwise permit, and shall not be voided by the releases
38 provided above.

10.1.3 Mutual Indemnification.

(a) Except as otherwise provided in Subsections 10.1.1 and 10.1.2 above, Tenant covenants to defend and indemnify Landlord and hold Landlord harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, (x) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Premises, or any part thereof, or (y) occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, or licensees, except to the extent such claims, actions, damages, liability and expense are caused by the acts or omissions of Landlord, its agents, contractors, licensees, employees, or other tenants and occupants, or for which any of said parties may be statutorily liable.

50 (b) Except as otherwise provided in Subsections 10.1.1 and
51 10.1.2 above, Landlord covenants to defend and indemnify Tenant and hold Tenant

harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, (x) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon any portion(s) of the Shopping Center (excluding the Premises), or (y) occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, tenants (other than Tenant), occupants or licensees, except to the extent such claims, actions, damages, liability and expense are caused by the acts or omissions of Tenant, its agents, contractors, licensees or employees, or for which any of said parties may be statutorily liable.

Section 10.2 Tenant's Insurance.

10.2.1 Tenant's Insurance. Tenant shall maintain, or cause to be maintained, in full force and effect from and after the Delivery Date, and throughout the Term: (i) commercial general liability insurance protecting and insuring Tenant, naming Landlord as "additional insured-lessor" for claims arising out of the use or occupancy of the Premises by Tenant and the obligations assumed by Tenant under this Lease, and having a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability; and (ii) Special Form (so-called "All-Risk") property insurance, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of Tenant's Property.

10.2.2 Self-Insurance. All insurance required to be maintained under this Section 10.2 may be: (i) insured under an individual policy covering this location, or a blanket policy or policies which includes other liabilities, properties and locations of Tenant or its Affiliates; (ii) self-insured by Tenant via a deductible, a formal plan of self-insurance, or otherwise, provided that Tenant or any guarantor of Tenant's obligations under this Lease maintains, during the period of such self-insurance, a net worth of at least One Hundred Million Dollars (\$100,000,000); or (iii) insured or self-insured by Tenant through a combination of any of the foregoing insurance programs.

Section 10.3 Landlord's Insurance.

10.3.1 Liability Insurance. Landlord shall maintain in full force and effect on and after the Effective Date and throughout the Term commercial general liability insurance with regard to the Common Areas within the Shopping Center protecting and insuring Landlord, naming Tenant as an "additional insured-lessee", and having a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability.

10.3.2 Special Form Property Insurance. Landlord shall procure and maintain in full force and effect on and after the Effective Date and throughout the Term, Special Form (so-called "All-Risk") property insurance (including loss of rents for a minimum period of one (1) year) and endorsements for coverages for flood, earthquake, windstorm, earth movement [sinkholes], Ordinance or Law coverage, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of the buildings (including the Premises) and other insurable improvements in the Shopping Center; provided, however, in no event shall such insurance cover Tenant's Property. All policies required to be maintained by Landlord pursuant to this Subsection 10.3.2 shall provide that any proceeds thereof shall be deposited with Landlord's Mortgagee, or if none, to Landlord, in either event to be held in trust by such party and disbursed only in accordance with the provisions of, and for the purposes set forth in, Section 11.1 hereof. The property insurance required to be maintained by Landlord pursuant to this Section shall not have deductibles exceeding One Hundred Thousand Dollars (\$100,000) without Tenant's prior consent.

10.3.3 Tenant's Pro Rata Share of Insurance Premiums. Tenant shall reimburse Landlord for Tenant's Pro Rata Share of the reasonable insurance premiums

1 attributable to the policies required to be maintained by Landlord pursuant to this Section
2 10.3 as part of Common Areas Charges. Notwithstanding any provision hereof to the
3 contrary, in no event shall the Tenant's Pro Rata Share of such insurance premiums from
4 the Rent Commencement Date through the end of the first full calendar year of the Term
5 exceed \$.50 per square foot of Floor Area per annum. If the rates for any insurance
6 Landlord is required to carry hereunder are increased as a result of the use or other
7 activity of any other occupant of the Shopping Center, the amount of such increase shall
8 be excluded from Common Areas Charges. To the extent that Landlord receives a
9 dividend, credit, rebate or other return of a premium which had previously been included
10 in Common Areas Charges, Landlord shall promptly refund Tenant's Pro Rata Share of
11 such dividend, credit, rebate, or return to Tenant. Tenant's Pro Rata Share of any
12 insurance premium for any period during the Term which constitutes less than a full
13 calendar year shall be equitably prorated. The provisions of this Subsection 10.3.3 shall
14 survive the expiration or earlier termination of this Lease.

15 Section 10.4 General Insurance Requirements.

16 10.4.1 All insurance required to be maintained by the parties under this
17 Lease shall be maintained with insurance companies qualified to do business in the state
18 in which the Shopping Center is located, and rated at least A-/VIII by the most current
19 Best's Key Rating Guide (or its equivalent, if such Guide ceases to be published). Each
20 party shall use its diligent efforts to have its insurers provide thirty (30) days [ten (10)
21 days in the event of non-payment of premium] prior notice to the other party of
22 cancellation or non-renewal of any policy required hereunder. Each policy carried by
23 either party shall be written as a primary policy not contributing with, and not in excess
24 of, coverage carried by the other. Each party shall provide to the other duly executed
25 certificates evidencing the insurance coverage described in Subsections 10.2.1 and 10.3
26 above.

27 10.4.2 The liability insurance requirements under Subsections 10.2 and
28 10.3 above shall be reviewed by Landlord and Tenant every five (5) years for the purpose
29 of mutually increasing (in consultation with their respective insurance advisors) the
30 minimum limits of such insurance to limits which shall be reasonable and customary for
31 similar facilities of like size and operation in accordance with generally accepted
32 insurance industry standards. The replacement value of the buildings and other insurable
33 improvements constituting the Shopping Center shall be re-evaluated from time to time at
34 the request of either Landlord or Tenant.

35 ARTICLE 11

36 FIRE AND OTHER CASUALTY; EMINENT DOMAIN

37 Section 11.1 Fire and Other Casualty.

38 11.1.1 (a) Except as otherwise provided in this Subsection 11.1.1, if all
39 or a portion of the Premises, the Common Areas (including all improvements thereto) or
40 other buildings in the Shopping Center shall be damaged by fire or other casualty,
41 Landlord shall promptly rebuild and restore the same to the condition existing
42 immediately prior to such fire or other casualty, which restoration shall include all
43 Tenant's Work and all other leasehold improvements performed by Tenant, and shall not
44 include any of Tenant's Property (all of the foregoing work is hereinafter referred to as
45 the "**Primary Restoration**"). With respect to buildings or improvements within the
46 Greater Shopping Center (other than the Shopping Center) which are damaged by fire or
47 other casualty, Landlord shall promptly either (aa) rebuild and restore (or cause to be
48 rebuilt or restored) all or portions of the same to substantially the condition in which they
49 existed immediately prior to such fire or other casualty, or (bb) raze (or cause to be razed)
50 the remaining portions of such buildings or improvements not rebuilt, remove all debris
51 resulting therefrom, and pave such areas for parking or landscape such areas in a slightly

manner (all of the foregoing work is hereinafter referred to as the "**Secondary Restoration**"). The proceeds of the policies required to be obtained and maintained by Landlord pursuant to Section 10.3 hereof shall, to the extent necessary, be used for the performance of the Primary Restoration and the Secondary Restoration (it being agreed that subject to the provisions of this Lease, such proceeds delivered to Landlord's Mortgagee may be disbursed in accordance with such Mortgagee's commercially reasonable disbursement requirements). In the event such insurance proceeds are insufficient to complete such work, Landlord shall provide the balance of the amount necessary to rebuild or restore the Greater Shopping Center in the manner provided in this Subsection 11.1.1. Notwithstanding anything herein to the contrary, in the event Landlord does not own (and an affiliate of Landlord does not own) any portion of the Greater Shopping Center (other than the Shopping Center), Landlord's Secondary Restoration obligations under this Section 11.1.1(a) on the portion of the Greater Shopping Center (other than the Shopping Center) not owned by Landlord (or Landlord's affiliate) shall be satisfied by Landlord enforcing the restoration obligations under the OEA.

(b) Notwithstanding the foregoing, if any portion of the Premises are so damaged or destroyed, Tenant shall have the right to require Landlord to make changes to the Premises in the course of, and as part of, such rebuilding or restoration work. If the net cost and expense of such rebuilding or restoration work is increased solely as a result of such changes (taking into consideration any and all actual reduced and additional costs resulting from such changes and/or other cost savings arising therefrom), then Tenant shall pay to Landlord, as Additional Rent, the amount of such net increase, which amount shall be due and payable within thirty (30) days after Landlord has delivered to Tenant backup information evidencing such increase (including, without limitation, receipted invoices) as may be reasonably required by Tenant (but in no event earlier than the occurrence of the date on which possession of the restored areas of the Premises are delivered to Tenant). To the extent that Landlord's substantial completion of such rebuilding or restoration work is delayed solely as a result of such changes (taking into consideration any and all reasonable time savings to Landlord resulting from such changes), then the applicable period(s) specified in Subsection 11.1.2 below shall be appropriately adjusted to the extent of such net delay.

(c) If, in Tenant's reasonable judgment, any condition affecting, or damage to, the Premises renders all or any portion of the Premises unusable for the conduct of Tenant's business or, in the case of any condition affecting, or damage to, the Road Parcel or the Shopping Center, materially interferes with the normal conduct of any business operations in the Premises, the Rent shall be equitably reduced or totally abated based upon the extent to which the remaining portion of the Premises may, in Tenant's reasonable judgment, be utilized for its normal conduct of business.

11.1.2 In the event that:

(a) Landlord does not commence the Primary Restoration and/or Secondary Restoration as required pursuant to this Section 11.1 within one hundred eighty (180) days after the date of such destruction, or thereafter fails to diligently pursue the completion of such repair and restoration work (subject to such period as may be reasonably necessary for the adjustment of insurance proceeds, not to exceed thirty (30) days in the aggregate); or

(b) the Primary Restoration and/or Secondary Restoration is not Substantially Completed by Landlord in accordance with the provisions of this Section 11.1 within one (1) year after the date of destruction (which period may be extended by reason of an event of *Force Majeure*, not to exceed thirty (30) days in the aggregate, provided that Landlord shall have given Tenant notice thereof promptly after its occurrence),

1 then, in either of such events, Tenant shall have the right, at its sole discretion and option,
2 to:

3 (i) after giving thirty (30) days' prior notice to Landlord
4 (and Landlord's continued failure to commence and diligently pursue such repairs
5 and restoration work to completion), perform or complete, as the case may be, said
6 work (or any portion thereof) on Landlord's behalf and at the sole cost of
7 Landlord, which cost Landlord shall pay to Tenant during the course of such
8 repairs within ten (10) days after Tenant's delivery to Landlord of an invoice
9 therefor and, in default of any such payment, Tenant shall have the right to offset
10 the amount thereof, together with interest at the Lease Interest Rate, against the
11 Rent next accruing hereunder (it being agreed, without limiting the foregoing
12 provisions of this Subsection 11.1.2, that at Tenant's election all insurance
13 proceeds paid or payable to Landlord or Landlord's Mortgagee pursuant to Section
14 10.3 hereof shall be paid (or, as applicable, in turn delivered) directly to Tenant, to
15 be applied to such work by Tenant as same is being performed); or

16 (ii) seek to obtain specific performance of Landlord's
17 repair and restoration obligations pursuant to the laws of the state in which the
18 Shopping Center is located; or

19 (iii) terminate this Lease by thirty (30) days' notice to
20 Landlord.

21 In addition to the foregoing, if, in the opinion of an independent licensed architect
22 designated by Tenant (and reasonably acceptable to Landlord), the required repairs and
23 restorations to the Premises, the Common Areas or other buildings in the Shopping
24 Center cannot be completed by Landlord in accordance with the provisions of this
25 Section 11.1 within one (1) year after the date of destruction, Tenant shall have the right,
26 at its sole discretion and option, to terminate this Lease by giving Landlord at least thirty
27 (30) days' notice thereof.

28 Notwithstanding anything in this Lease to the contrary, in the event Landlord no longer
29 owns any of the other parcels of real property comprising the Greater Shopping Center
30 after a casualty has occurred, Landlord agrees to use commercially reasonable efforts to
31 enforce the provisions of the OEA related to restoration, but shall be under no obligation
32 to pursue any self-help rights related to same unless such parcels are located within the
33 Shopping Center.

34 11.1.3 If the Premises are substantially destroyed by fire or other casualty
35 during the last three (3) years of the Term to the extent of more than one-third (1/3) of the
36 Floor Area thereof, Landlord or Tenant shall each have the right to terminate this Lease
37 as of the date of such damage or destruction by giving notice within thirty (30) days
38 following such damage or destruction, but Tenant may negate any termination by
39 Landlord by agreeing to extend the Term for an additional five (5) year period by
40 exercising an option pursuant to Subsection 2.2.2 hereof, if available, within ten (10)
41 days after receipt of the termination notice from Landlord.

42 Section 11.2 Eminent Domain.

43 11.2.1 As used in this Section 11.2, "*Taking*" or "*Taken*" shall mean a
44 taking for any public or quasi-public use by any lawful power or authority by exercise of
45 the right of condemnation or eminent domain or by agreement between Landlord and
46 those having the authority to exercise such right.

47 11.2.2 If all of the Premises shall be Taken, this Lease shall terminate as of
48 the date of vesting of title or transfer of possession, whichever is earlier, without further

1 liability on the part of either Landlord or Tenant, except for an adjustment between the
2 parties for the Rent payable by Tenant hereunder.

3 11.2.3 In the event that:

4 (a) any portion of the Premises shall be Taken so that it is
5 commercially unreasonable or unfeasible for Tenant, in its reasonable judgment, to
6 conduct its normal business in the Premises;

7 (b) as a consequence of any Taking: (i) portions of the Greater
8 Shopping Center shall be divided or separated in any manner that it materially
9 interferes with parking, visibility, or access to the Premises from other portions of
10 the Shopping Center, or (ii) the Shopping Center no longer has all of the entrances
11 from both Skibo Road and Cliffdale Road, and as a result, it is not commercially
12 reasonable or feasible for Tenant, in its reasonable judgment, to conduct its normal
13 business in the Premises;

14 (c) there occurs, in Tenant's reasonable judgment, a denial of
15 adequate access to the Shopping Center at the grade of any street adjoining the
16 Greater Shopping Center or to any easement granted under this Lease, whether or
17 not a Taking shall have occurred;

18 (d) any portion of the Shopping Center shall be Taken which
19 materially interferes with parking, visibility or access to the Premises, and as a
20 result of such taking it is commercially unreasonable or unfeasible for Tenant, in
21 its reasonable judgment, to conduct its normal business in the Premises;

22 (e) more than twenty-five (25%) percent of the total Floor Area
23 of all of the buildings in the Shopping Center (other than the Premises) are Taken;
24 or

25 (f) ten (10%) percent or more of the parking spaces located in the
26 Shopping Center are Taken, or if so many of the parking spaces in the Shopping
27 Center are Taken such that there are fewer than (i) three and one-third ($3 \frac{1}{3}$)
28 parking spaces for every one thousand (1,000) square feet of Floor Area in the
29 Shopping Center, or (ii) the number of parking spaces required by applicable
30 Legal Requirements (without variance);

31 then, in any of such events, Tenant shall have the right to terminate this Lease by giving
32 at least sixty (60) days' prior notice to Landlord within sixty (60) days of any such event,
33 in which event this Lease shall terminate without any further liability on the part of either
34 Landlord or Tenant, except for an adjustment between the parties for the Rent payable by
35 Tenant hereunder and for payment to Tenant for its share of the award for the taking
36 pursuant to Subsection 11.2.5 below. Upon any partial Taking of the Premises, the Rent
37 shall be equitably reduced or totally abated based upon the extent to which the remaining
38 portion of the Premises may, in Tenant's reasonable judgment, be utilized for its normal
39 conduct of business.

40 11.2.4 If this Lease is not terminated pursuant to this Section 11.2,
41 Landlord, at its sole cost and expense, within a reasonable period of time after such
42 Taking, shall repair and restore the area not so Taken to tenantable condition, similar in
43 physical appearance to the condition of the area immediately prior to the Taking,
44 pursuant to plans and specifications approved by Tenant (which repair and restoration
45 shall, as applicable, include all Tenant's Work and all other leasehold improvements
46 performed by Tenant; provided, however, that Landlord shall not be obligated to repair or
47 restore Tenant's Property), and any and all amounts awarded to Landlord for any Taking
48 shall be made available to and used by Landlord for any rebuilding or restoration which it
49 is required to perform hereunder. During the period of such repairs and restoration, all

1 Rent shall abate to the extent that the Premises may not, in Tenant's reasonable judgment,
2 be used by Tenant for the normal conduct of its business. Such abatement shall terminate
3 in accordance with the terms of Section 11.3 below. Landlord shall give Tenant at least
4 ninety (90) days' prior notice of the date on which the restoration work to the Premises
5 will be Substantially Completed.

6 11.2.5 In connection with any Taking or partial Taking of the Premises,
7 Tenant shall be entitled to claim an award for loss of business, leasehold improvements,
8 fixtures and equipment and removal and reinstallation costs; provided, however, that no
9 award shall be payable to Tenant which reduces the award payable to Landlord for its fee
10 interest in the Premises.

11 11.2.6 Any dispute between the parties with respect to this Section 11.2
12 shall be resolved by arbitration in accordance with the provisions of Section 16.3 below.

13 Section 11.3 Abatement of Rent Charges. Notwithstanding any other provisions
14 of this Lease, if the Fixed Rent and Additional Rent payable by Tenant hereunder shall be
15 abated pursuant to Sections 11.1 or 11.2 above, such abatement shall terminate upon the
16 first to occur of: (a) the date on which Tenant shall reopen the Premises to the general
17 public for business; or (b) the expiration of the period which is sixty (60) days after
18 Landlord shall have completed such repairs and restoration work as Landlord is obligated
19 to perform hereunder and the interference with the operation of business in the Premises
20 has ceased.

21 ARTICLE 12
22 COVENANTS, REPRESENTATIONS AND WARRANTIES

23 Section 12.1 Quiet Enjoyment. Tenant shall peaceably and quietly have, hold,
24 occupy and enjoy the Premises for the Term, without hindrance from Landlord or any
25 party claiming by, through, or under Landlord.

26 Section 12.2 Authority. Tenant and Landlord each warrant and represent that the
27 person(s) signing this Lease on their behalf has authority to enter into this Lease and to
28 bind Tenant and Landlord, respectively, to the terms, covenants and conditions contained
29 herein. The submission of this Lease to each party hereto shall be for examination and
30 negotiation purposes only, and does not and shall not constitute a reservation of or an
31 obligation of Tenant to lease, or otherwise create any interest of Tenant in, the Premises
32 or any other premises situated in the Greater Shopping Center unless and until the Lease
33 is fully executed and delivered by Tenant and Landlord.

34 Section 12.3 Landlord's Covenants, Warranties and Representations. To induce
35 Tenant to execute this Lease, and in consideration thereof, Landlord covenants, warrants
36 and represents to Tenant as follows:

37 (a) As of the Delivery Date Landlord shall have, good and
38 marketable fee simple title to the entire Greater Shopping Center, free and clear of all
39 easements, restrictions, liens, encumbrances, leases and the like, except for the
40 encumbrances described on Exhibit E hereto;

41 (b) In the event the legal description of the Shopping Center
42 described in Exhibit A-1 hereto indicates that the Shopping Center is composed of more
43 than one parcel or lot, Landlord represents that there exist no strips or gores between such
44 parcels or lots which are not owned by Landlord;

45 (c) No third party consents or approvals are required in order for
46 Landlord to enter into this Lease, or for the performance of Landlord's Work and
47 Tenant's Work (excluding, as of the Effective Date, governmental permits and
48 approvals);

1 (d) Except with respect to any Existing Exclusives as set forth on
2 Exhibit K-1, Tenant's use of the Premises for sale of "Permitted Items" (defined in
3 Subsection 1.1.27 above) will not violate any exclusive provision or prohibited use
4 restriction granted to any other tenant or occupant in the Greater Shopping Center;

5 (e) The Shopping Center now has, and, on the Delivery Date,
6 shall have, access to and from Skibo Road and Cliffdale Road, and the Road Parcel as
7 shown on Exhibit B hereto, for the passage of vehicular traffic;

8 (f) This Lease does not violate the provisions of any instrument
9 heretofore executed and/or binding on Landlord, or affecting or encumbering the Greater
10 Shopping Center, or the Premises, and no rights granted by Landlord to Tenant under the
11 terms of this Lease conflict with any rights granted by Landlord to any other tenant or
12 occupant in the Greater Shopping Center (including, without limitation, any rights of first
13 offer or first refusal or the like);

14 (g) There shall be no restrictions or other legal impediments
15 imposed by any public or private instrument which would prevent: (i) the use of the
16 Premises for the Permitted Use, subject to the Existing Exclusives set forth on Exhibit K-
17 1; (ii) the use of the parking facilities, access roads, and other Common Areas in the
18 manner contemplated by this Lease; or (iii) the performance of Tenant's Work;

19 (h) As of the Effective Date, there are no sign ordinances,
20 restrictive covenants, uniform sign plans or other signage restrictions which would
21 prevent the Premises from having the signage (including, without limitation, the square
22 foot area and size of letters) as depicted on Exhibit D-1 and Exhibit F hereof;

23 (i) As of the Effective Date there is no "Related Land" (defined
24 in Subsection 13.1.2 below) in existence and as of the Delivery Date there will not be any
25 Related Land in existence (or, if there shall be Related Land in existence, Landlord shall
26 promptly notify Tenant thereof and promptly execute any recordable instrument
27 reasonably requested by Tenant which memorializes the provisions of this Lease
28 pertaining to or otherwise affecting Related Land);

29 (j) Attached hereto as Exhibit K-2 is a complete list of all fully
30 executed and delivered leases in effect on the Effective Date with respect to the Greater
31 Shopping Center (the "*Existing Leases*"); and

32 (k) Landlord shall promptly forward to Tenant any notice or
33 other communication received by Landlord from any owner of property adjoining or
34 adjacent to the Shopping Center or from any municipal or other governmental authority,
35 in connection with any hearing or other administrative proceeding relating to any
36 proposed zoning, building code, signage, or related variance affecting the Shopping
37 Center or any adjoining or adjacent property, which, if granted, could adversely affect
38 Tenant's use or occupancy of the Premises, the conduct of Tenant's business therein, or
39 Tenant's rights and benefits under this Lease. Landlord, at its sole cost and expense,
40 shall appear in such proceeding and shall contest such proposed variance. If Landlord
41 fails so to appear and contest such proposed variance after receiving five (5) days' notice
42 from Tenant (or such shorter notice as may be practicable under the circumstances), then
43 Tenant shall be entitled (but shall not be obligated to), in its own name and/or in the name
44 of Landlord, to appear in such proceeding, in which event Landlord shall fully cooperate
45 with Tenant, provide such information, and execute any documents or other instruments
46 as Tenant may reasonably request in connection with any such proceeding.

Section 12.4 Environmental Matters.

12.4.1 Definitions.

(a) As used herein, the term "*Environmental Laws*" shall mean any and all Legal Requirements concerning the protection of the environment, human health or safety.

(b) As used herein, the term "*Hazardous Substances*" shall mean each and every element, compound, material, mixture, substance, waste, hazardous substance, hazardous waste, hazardous material, toxic substance, pollutant or contaminant either as those terms are defined in any of the Environmental Laws or the presence of which may cause liability at common law, including, without limitation, asbestos and/or asbestos-containing products, whether or not currently friable.

(c) As used herein, the term "*Environmental Notice*" shall mean a summons, citation, directive, order, claim, notice, litigation, investigation, judgment, legal pleading, letter or other communication, written or oral, actual or threatened, from the United States Environmental Protection Agency or other federal, state or local governmental agency or authority, or any other private individual or entity concerning (i) any Hazardous Substances at, on, in, under or emanating from the Premises, the Greater Shopping Center or any contiguous property; (ii) any violation or potential violation of Environmental Laws at the Premises, the Greater Shopping Center or any contiguous property; or (iii) any underground storage tanks on the Premises or the Greater Shopping Center.

(d) As used herein, the term "*Releasing*" or "*Release*" shall mean releasing, spilling, leaking, discharging, disposing or dumping or otherwise introducing any substance into the environment or into any building or other improvements in violation of Environmental Laws.

(e) As used herein, the term "*Compliance Costs*" shall mean any and all costs incurred by a party in complying with applicable Environmental Laws, including, without limitation, consultant's and engineer's fees; laboratory costs; contractor's and subcontractor's fees; application and filing fees; costs of investigation, monitoring or cleanup of soil or other substrate, surface water, groundwater, or buildings or other improvements; equipment costs; disposal fees; costs of operation and maintenance of equipment; legal fees; other governmental fees or costs; interest at the Lease Interest Rate from the date of expenditure until paid in full; and other similar or related costs.

(f) As used herein, the term "*Tenant Related Parties*" shall mean Tenant's agents, servants, employees, contractors or licensees.

12.4.2 Compliance with Environmental Laws. Tenant shall comply with all applicable requirements of Environmental Laws governing its use of, and operations at, the Greater Shopping Center and the Premises. Landlord shall comply with all applicable requirements of Environmental Laws relating to the Greater Shopping Center and the Premises, except to the extent such requirements arise from Tenant's operations thereon.

12.4.3 Responsibility for Releases of Hazardous Substances. Notwithstanding any other provision of this Lease, Tenant shall only be liable for any Release of Hazardous Substances at, on, in, under or emanating from the Premises or Greater Shopping Center which were introduced by Tenant or Tenant Related Parties (hereinafter "*Tenant Releases*"), including, without limitation, any Compliance Costs required to address Tenant Releases. As between Landlord and Tenant, Landlord shall be liable (subject to the limitations contained in Section 12.4.7 hereof) for any Hazardous Substances at, on, in, under or emanating from the Premises or Greater Shopping Center,

1 including, without limitation, any Compliance Costs attributable to such Hazardous
2 Substances, unless the Hazardous Substances are caused by Tenant Releases. Except in
3 the event of an emergency or if compelled by applicable governmental authority, any
4 work performed by Landlord relating to Hazardous Substances shall be performed by
5 Landlord at any time other than during the months of August (through Labor Day),
6 November or December, and shall be undertaken in such a manner so as to (i) not
7 adversely affect ingress to or egress from the Shopping Center, (ii) have no adverse effect
8 on the visibility of the Premises or any signs which contain Tenant's name, and (iii) not
9 otherwise materially interfere with the normal conduct of any business operations in the
10 Premises. If the presence of Hazardous Substances, or Landlord's remediative work
11 relative thereto, interferes with Tenant's normal business operations in the Premises, then
12 Tenant shall be entitled to an equitable abatement of Rent for so long as such condition
13 persists.

14 12.4.4 Standards. Except as expressly provided herein, the parties agree
15 that any investigation or remediation of Hazardous Substances, or cure of a violation of
16 Environmental Laws, required to be conducted at the Premises or Greater Shopping
17 Center shall be no more stringent than necessary to meet the minimum standards of
18 Environmental Laws applicable to properties used in the manner the Greater Shopping
19 Center is being used.

20 12.4.5 Landlord's Representations and Warranties. Landlord represents
21 and warrants that: (i) Landlord has received no Environmental Notices concerning the
22 Greater Shopping Center, the Premises or any contiguous properties; (ii) Landlord has no
23 knowledge of, and has received no notice of, any violation, or potential or alleged
24 violation, of any Legal Requirement, including, without limitation, Environmental Laws,
25 affecting the Greater Shopping Center, the Premises or any contiguous properties,
26 regardless of whether same has been cured; and (iii) except as set forth in the (x) Phase I
27 Environmental Site Assessment for Leisure Living Estates property intersection of Skibo
28 Road and Cliffdale Road, Fayetteville, Cumberland County, North Carolina, prepared
29 for: NC Fayetteville Skibo, LLC, dated March 1, 2015, and (y) Phase II Environmental
30 Site Assessment Report for Leisure Living Estates property intersection of Skibo Road
31 and Cliffdale Road, Fayetteville, Cumberland County, North Carolina, prepared for: NC
32 Fayetteville Skibo, LLC, dated November 19, 2015, to the best of Landlord's knowledge:
33 (A) no Hazardous Substances are located at, on, in, under or emanating from the Greater
34 Shopping Center, the Premises or any contiguous properties; and (B) no underground
35 storage tank exists at the Greater Shopping Center or the Premises. The foregoing
36 representations and warranties shall in no way serve to vitiate Landlord's obligations
37 under this Article 12.

38 12.4.6 Documents. Each party shall immediately notify the other party of
39 the notifying party's receipt of an Environmental Notice.

40 12.4.7 Indemnity. Each party to this Lease shall indemnify, defend and
41 hold the other party, and its agents, servants, shareholders, directors, officers, partners,
42 members and employees harmless from any and all claims, losses, expenses, costs,
43 lawsuits, actions, administrative proceedings, damage, orders, judgments, penalties and
44 liabilities of any nature whatsoever, including, without limitation, reasonable attorneys'
45 fees (incurred to enforce this indemnity or for any other purpose) and Compliance Costs,
46 arising from (i) the indemnifying party's breach of any of its representations, warranties,
47 covenants or other obligations under this Section 12.4; (ii) Hazardous Substances for
48 which the indemnifying party is liable under this Section 12.4; or (iii) violations of
49 Environmental Laws for which the indemnifying party is liable under this Section 12.4.
50 Notwithstanding the foregoing provisions of this Subsection 12.4.7, Landlord's
51 agreement to indemnify, defend and hold Tenant harmless shall not apply with respect to
52 Hazardous Substances (i) which are introduced to the Greater Shopping Center or the
53 Premises after the Delivery Date by any party other than Landlord or any party related to

1 Landlord or any contractor, employee, agent or representative of Landlord, and (ii) for
2 which Landlord is not otherwise responsible under applicable Legal Requirements,
3 subject to the following conditions: (A) Landlord shall otherwise comply with its duties
4 and obligations under this Section 12.4, (B) upon request by Tenant, Landlord shall at its
5 expense commence such actions or proceedings on Tenant's behalf against the party who
6 shall have introduced (or be legally responsible for the introduction of) such Hazardous
7 Substances to the Greater Shopping Center or the Premises and thereafter diligently
8 pursue same, and (C) should the introduction of such Hazardous Substances as aforesaid
9 materially interfere with the normal conduct of Tenant's business in the Premises, its use
10 and enjoyment of the Common Areas or its other rights and benefits under this Lease,
11 then Tenant shall be entitled to an equitable abatement of Rent and, in the event such
12 material interference continues for a period of one hundred eighty (180) days after
13 discovery of such Hazardous Substances and Landlord is unable (or elects not) to
14 remediate (or cause the remediation of) such Hazardous Substances as required by law
15 within such period of one hundred eighty (180) days, then Tenant shall be entitled to
16 terminate this Lease at any time prior to the completion of such remediation upon thirty
17 (30) days prior notice to Landlord.

18 12.4.8 Survival. The obligations of the parties under this Section 12.4 shall
19 survive the renewal, expiration, breach or earlier termination of this Lease.

20 12.4.9 Conflict. In the event of any conflict between the provisions of this
21 Section 12.4 and any other provision of this Lease, the provisions of this Section 12.4
22 shall control.

23 Section 12.5 OEA.

24 12.5.1 As used in this Lease, the term "OEA" shall mean that certain
25 Declaration of Easements, Covenants and Restrictions for Freedom Town Center, a form
26 of which is attached hereto as Exhibit N. Any changes to the OEA that could diminish
27 the rights or increase the obligations of Tenant thereunder or under this Lease, or could
28 adversely affect Tenant's use or occupancy of the Premises or the conduct of Tenant's
29 business therein, shall be subject to Tenant's prior written consent, which consent may be
30 withheld in its sole and absolute discretion.

31 12.5.2 Landlord covenants, represents and warrants to Tenant that: (i) the
32 OEA has not been modified, amended or terminated; (ii) the OEA is currently in full
33 force and effect; (iii) to its actual knowledge as of the date hereof, no default under the
34 OEA exists thereunder beyond any applicable notice and cure period; and (iv) the OEA
35 is, and shall remain, superior in lien to all mortgages and related liens affecting the
36 Greater Shopping Center and all other land which is encumbered by the OEA. Landlord
37 and Tenant each acknowledge that this Lease is made and shall continue to be subject and
38 subordinate to the OEA, subject to the provisions of this Section 12.5. Tenant shall
39 comply with the terms and conditions of the OEA to the extent same affects the Premises
40 (it being agreed that Tenant shall not be obligated to expend any sums in connection with
41 such compliance).

42 12.5.3 Landlord shall, during the Term: (i) perform and observe all of the
43 terms, covenants, provisions and conditions of the OEA on Landlord's part to be
44 performed and observed; (ii) defend, indemnify and hold harmless Tenant from and
45 against any and all claims, demands, causes of action, suits, damages, liabilities, and
46 expenses of any nature arising out of or in connection with the enforcement of, or a
47 claimed breach by, Landlord of any covenant, term, condition, or provision of the OEA;
48 and (iii) diligently enforce, at its sole expense, the covenants, agreements, and obligations
49 of the OEA.

50 12.5.4 Whenever, pursuant to the OEA, the consent or approval of
51 Landlord shall be required by or requested, and such consent or approval could diminish

1 the rights or increase the obligations of Tenant thereunder or under this Lease, or could
2 adversely affect Tenant's use or occupancy of the Premises, or the conduct of Tenant's
3 business therein, such consent or approval shall not be granted without the prior consent
4 of Tenant, which consent may be withheld in its sole and absolute discretion.

5 12.5.5 Landlord shall, immediately upon receipt, forward to Tenant and
6 Tenant's leasehold mortgagee, if any, a copy of any and all notices and/or demands
7 received by Landlord under or pursuant to the OEA, which relate to, or could adversely
8 affect, Tenant's use or occupancy of the Premises, the conduct of Tenant's business
9 therein, or Tenant's rights pursuant to this Lease.

10 12.5.6 Landlord shall not amend, or modify the OEA if such amendment or
11 modification could diminish the rights or increase the obligations of Tenant thereunder or
12 under this Lease, or could adversely affect Tenant's use or occupancy of the Premises or
13 the conduct of Tenant's business therein, nor shall Landlord terminate the OEA.

14 12.5.7 In the event Landlord defaults in the performance of any of its
15 obligations under the OEA or fails to enforce the obligations of any other obligee under
16 the OEA, and such default or failure to enforce could adversely affect Tenant's rights
17 thereunder or under this Lease, Tenant's Work, Tenant's use or occupancy of the
18 Premises or the conduct of Tenant's business therein, Tenant may, but shall not be
19 obligated to, after thirty (30) days written notice (except in the event of emergency, in
20 which case no notice shall be required) cure any default by Landlord under the OEA
21 and/or enforce, in its own name, at Landlord's expense, the obligations of any other
22 obligee under the OEA. Landlord shall, upon demand, reimburse Tenant for the costs
23 incurred by Tenant in performing any of Landlord's obligations under the OEA or
24 enforcing the obligations of any obligee under the OEA, together with interest thereon at
25 the Lease Interest Rate, and failing such reimbursement, Tenant shall have the right (in
26 addition to any rights and remedies to which it may be entitled under this Lease, at law,
27 or in equity), upon ten (10) days' prior notice to Landlord, to offset such costs from the
28 next succeeding payment or payments of any Rent due hereunder, together with interest
29 thereon at the Lease Interest Rate from the date of outlay until reimbursement or full
30 satisfaction by credit.

31 12.5.8 As between Landlord and Tenant, in the event of any conflict
32 between the OEA and this Lease, this Lease shall in all respects control.

33 Section 12.6 Purchase and Sale Contract.

34 12.6.1 Landlord represents and warrants to Tenant that, as of the Effective
35 Date: (a) it is the vendee under that certain Agreement for Sale of Property dated
36 October 31, 2014 by and between Leisure Living DGW, LLC, Leisure Living JHW,
37 LLC, Leisure Living RPW, LLC and Leisure Living SWC, LLC, collectively, as seller,
38 and RealtyLink Investment, LLC [to be assigned to Landlord], as purchaser, with respect
39 to the Greater Shopping Center (the "**Contract**"); (b) the Contract is in full force and
40 effect; (c) it has not delivered or received any notice of default, and has no knowledge of
41 any condition or circumstance which with notice or the lapse of time, or both, could
42 become a default, under the Contract; and (d) the Greater Shopping Center consists of
43 approximately 49.10 acres, and currently constitutes all of the property to be purchased
44 under the Contract. Landlord shall proceed diligently and in good faith to acquire fee
45 title to the Greater Shopping Center under the Contract.

46 12.6.2 In the event that Landlord and Tenant have executed a short form or
47 memorandum of this Lease for recording pursuant to Section 23.20 below prior to
48 Landlord's closing of title to the Greater Shopping Center, Landlord shall cause such
49 short form or memorandum to be duly recorded promptly after the deed of conveyance to
50 Landlord, at Landlord's expense, and prior to the recording of any mortgage as which
51 mortgage a subordination, non-disturbance and attornment agreement (or its equivalent)

1 has not been executed and delivered by and between Tenant and such mortgagee. Within
2 five (5) days after the closing of title to the Greater Shopping Center pursuant to the
3 Contract, Landlord shall give Tenant notice thereof.

4 12.6.3 (a) In the event that Landlord has not acquired fee title to the
5 entire Greater Shopping Center in full accordance with the terms and conditions of this
6 Lease within one hundred eighty (180) days after the Effective Date, then Tenant may, at
7 its election, upon notice to Landlord given at any time after said date (and in any event,
8 prior to Landlord's acquisition of fee title as aforesaid), elect to terminate this Lease.
9 Should Tenant so terminate this Lease, Landlord shall be obligated to promptly reimburse
10 Tenant for all reasonable, third party costs and expenses incurred by Tenant in connection
11 with this Lease (and the provisions of Section 23.13 below shall not apply), including,
12 without limitation, the preparation of plans and specifications, and the performance of
13 Tenant's Work, it being agreed that so long as Landlord's failure to acquire such fee title
14 is not attributable to Landlord's default or breach under the Contract, such reimbursement
15 by Landlord shall not exceed the aggregate sum of Fifty Thousand Dollars (\$50,000). If
16 Landlord's failure to acquire such fee title is attributable to Landlord's default or breach
17 under the Contract, the provisions of Section 23.13 hereof shall not apply.

18 (b) In the event that Landlord has not acquired fee title to the
19 entire Greater Shopping Center in full accordance with the terms and conditions of this
20 Lease within one hundred eighty (180) days after the Effective Date, which failure by
21 Landlord is not attributable to Landlord's default or breach under the Contract, then
22 Landlord may at its election, upon notice to Tenant, given at any time after said date (and
23 in any event prior to Landlord's acquisition of fee title as aforesaid), elect to terminate
24 this Lease. Should Landlord terminate this Lease as aforesaid, Landlord shall be
25 obligated to promptly reimburse Tenant for all reasonable, third-party costs and expenses
26 incurred by Tenant in connection with this Lease, including, without limitation, the
27 preparation and review of plans and specifications, and the performance of Tenant's
28 Work, it being agreed that so long as Landlord's failure to acquire such fee title is not
29 attributable to Landlord's default or breach under the Contract, such reimbursement by
30 Landlord shall not exceed the aggregate sum of Fifty Thousand Dollars (\$50,000), and
31 the provisions of Section 23.13 hereof shall not apply.

32 12.6.4 If this Lease is terminated pursuant to Subsection 12.6.3 above, and
33 Landlord or its Affiliate acquires title to the Greater Shopping Center within two (2)
34 years after the date on which the Lease termination becomes effective hereunder, then
35 Landlord shall offer to Tenant, at the time of Landlord's (or its Affiliate's) acquisition of
36 title to the Greater Shopping Center, the option to lease the Premises upon the terms and
37 conditions of this Lease; provided, however, that all dates set forth in this Lease shall be
38 appropriately extended. In the event Tenant elects, within thirty (30) days after its receipt
39 of such offer, to exercise such option, Landlord and Tenant shall promptly execute a lease
40 upon substantially the same terms and provisions of this Lease. In the event Tenant does
41 not elect, within thirty (30) days after its receipt of such offer, to exercise such option,
42 Landlord shall be free to lease the Premises to any other person or entity, upon economic
43 terms which are not materially more favorable to the tenant than those contained in this
44 Lease. The provisions of this Subsection 12.6.4 shall survive the termination of this
45 Lease.

46 ARTICLE 13
47 USES AND RESTRICTIONS

48 Section 13.1 Permitted and Prohibited Uses.

49 13.1.1 Tenant's Permitted Use. The Premises may be used and occupied
50 for the Permitted Use (defined in Subsection 1.1.27 above). Tenant shall not use the
51 Premises for any of the "Prohibited Uses" (defined in Exhibit M hereto annexed) or the

1 “Existing Exclusives” (hereinafter defined in Subsection 13.3.1), to the extent then
2 applicable.

3 13.1.2 Prohibited Uses. Landlord shall construct, lease, operate, maintain
4 and manage the Greater Shopping Center (or cause the Greater Shopping Center to be
5 constructed, leased, operated, maintained and managed) in a manner equivalent to other
6 comparable shopping centers in the state in which the Greater Shopping Center is located.
7 Subject to the rights of tenants under Existing Leases, Landlord shall not lease, rent or
8 occupy or permit to be occupied any portion of the Greater Shopping Center or any
9 “Related Land” (hereinafter defined) for any of the “Prohibited Uses” that pertain to the
10 Greater Shopping Center or the Related Land, as the case may be (as set forth in Exhibit
11 M hereto annexed), provided, however, that as to any future Related Land, the foregoing
12 restriction shall not apply to the extent that any Prohibited Uses are otherwise permitted
13 under leases entered into prior to the date on which such land becomes Related Land. As
14 used in this Lease, the term “**Related Land**” shall mean any land contiguous or adjacent
15 to the Greater Shopping Center (including, without limitation, any land that would be
16 contiguous or adjacent to the Greater Shopping Center but for any intervening road,
17 street, alley or highway) owned or controlled by Landlord or its Affiliate(s).

18 Section 13.2 Tenant’s Exclusive in Center. To induce Tenant to execute this
19 Lease, and subject to all of the terms and provisions of this Section 13.2, Landlord
20 covenants and agrees as follows.

21 13.2.1 Landlord shall not lease, rent or occupy or permit any other
22 premises in the Greater Shopping Center or on any Related Land to be occupied, whether
23 by a tenant, sublessee, assignee, licensee or other occupant or itself, for: (a) the sale of
24 infant, juvenile and children’s furniture and equipment (collectively, “**Restricted**
25 **Furniture**”); (b) the operation of a business whose primary business is the sale of
26 clothing, layettes, apparel, shoes and/or accessories for infants, juveniles and children 0-4
27 years in age, and maternity clothing; and (c) the operation of a business whose primary
28 business is the sale of merchandise, products and services targeted for use by or for
29 infants, juveniles and children 0-4 years in age (including, without limitation, infant,
30 juvenile and children’s: toys, books, food, formula, indoor and/or outdoor play and
31 recreational equipment, audio and video cassettes or equipment, safety items, feeding
32 items, nursing items, health and beauty care items, drug remedies, diapers, wipes,
33 bathroom items (including, without limitation, personal care devices and other bathroom
34 appliances, accessories and toiletries)) (which items in clauses (a), (b) and (c) above, either
35 singly or in any combination, are hereinafter referred to as the “**Exclusive Items**”).
36 Notwithstanding the foregoing, any tenant or subtenant in the Greater Shopping Center or
37 the Related Land shall have the right to utilize its respective premises for the sale of the
38 Restricted Furniture within an aggregate area (which shall include an allocable portion of
39 the aisle space adjacent to such sales area) not to exceed the lesser of (A) five percent
40 (5%) of the Floor Area of such tenant’s or subtenant’s premises, or (B) one thousand
41 (1,000) square feet of Floor Area within such tenant’s or subtenant’s premises, except
42 that (x) Dick’s Sporting Goods/Field & Stream (“DSG”) (or the successors, assigns
43 and/or subtenants of DSG operating under the initial lease of Building I-A and I-B) shall
44 have the right to utilize Building I-A and I-B, for the sale of the Restricted Furniture
45 within an aggregate area (which shall include an allocable portion of the aisle space
46 adjacent to such sales area) not to exceed the lesser of (A) ten percent (10%) of the Floor
47 Area of Building I-A and Building I-B, or (B) two thousand five hundred (2,500) square
48 feet of Floor Area of Building I-A and Building I-B, and (y) Homegoods (and its
49 successors and assigns) operating under the initial lease of Building I-C shall have the
50 right to utilize Building I-C, for the sale of the Restricted Furniture within an aggregate
51 area (which shall include an allocable portion of the aisle space adjacent to such sales
52 area) not to exceed the lesser of (A) ten percent (10%) of the Floor Area of Building I-C,
53 or (B) two thousand five hundred (2,500) square feet of Floor Area of Building I-C. As
54 to any future Related Land, the foregoing restrictions shall not apply to the extent that

1 any Exclusive Items are otherwise permitted under leases entered into prior to the date on
2 which such land became Related Land.

3 13.2.2 (a) The restrictions set forth in Subsection 13.2.1 above shall not
4 apply to: (i) department stores [for example, Wal-Mart, Macy's, or Target], (ii) discount
5 clubs [for example, Costco, BJ's Wholesale Club, or Sam's Club], or (iii) home
6 improvement centers [for example, Home Depot or Lowe's], commonly located in first-
7 class shopping centers in the state in which the Shopping Center is located, each
8 occupying at least 60,000 square feet of Floor Area within the Greater Shopping Center,
9 as such stores are currently operated (as of the Effective Date). In addition, the
10 restrictions set forth in Subsection 13.2.1 above shall not apply to (i) any premises
11 containing less than 3,500 square feet of Floor Area, (ii) Bed Bath & Beyond, (iii) any
12 store in the Greater Shopping Center occupied and operated by Tenant or any of its
13 Affiliates, and (iv) Hobby Lobby (or to the successors, assigns and/or subtenants of
14 Hobby Lobby operating under the initial lease of Building I-D).

15 (b) The restrictions set forth in Subsection 13.2.1(b) and (c)
16 above shall not apply to Carter's or OshKosh in Building III-A, as those brands currently
17 operate their stores (as of the Effective Date) or any modifications to their product lines,
18 provided such new product lines (i) are commonly sold in other Carter's or OshKosh
19 stores, as applicable, and (ii) are Carter's or OshKosh's own label, including any future
20 change in Carter's trade name so long as it contains the word "Carter's" and any future
21 change in OshKosh's trade name so long as it contains the word "OshKosh".
22

23 13.2.3 The exclusive rights granted to Tenant in Subsection 13.2.1 above
24 shall be conditioned upon Tenant being open and operating within the Premises as a
25 typical Buy Buy Baby store (or similar trade name) (other than prior to the date Tenant
26 initially opens its store for business to the public, or during "Excused Periods" [defined in
27 Section 1.1.9 above] and for periods of time not exceeding six (6) consecutive months).
28 Notwithstanding anything in this Subsection 13.2.3, Tenant's exclusive shall only apply
29 to Dick's Sporting Goods/Field & Stream in the event Tenant opens for business to the
30 public in the Shopping Center within 180 days after the Delivery Date. The exclusive
31 rights granted to Tenant in this Section 13.2 shall inure to the benefit of any assignee of
32 Tenant's interest in this Lease and to any sublessee of at least fifteen thousand square feet
33 of Floor Area within the Premises for the sale of the Exclusive Items.

34 13.2.4 (a) Upon breach of the aforesaid covenant and agreement by
35 Landlord (which breach shall not include a situation in which the lease between Landlord
36 and any tenant in the Greater Shopping Center or in the Related Land prohibits the tenant
37 therein from violating the exclusive rights granted to Tenant in this Section 13.2 and
38 despite such prohibition, such tenant violates such exclusive rights, unless Landlord fails
39 to comply with any of the provisions of subparagraph (b) below), the Rent payable
40 hereunder shall be reduced by fifty percent (50%) for so long as such violation shall
41 continue, and Tenant shall have all remedies given to it at law and in equity, including,
42 without limitation, the right to obtain injunctive relief, and/or to terminate this Lease,
43 and/or to commence and prosecute an action against Landlord or any other violator for
44 damages.

45 (b) If any person or entity other than Landlord shall violate any
46 of the exclusive provisions herein set forth, or shall indicate in writing to Landlord that it
47 intends to violate any of said provisions, Landlord shall promptly commence appropriate
48 legal proceedings, and diligently prosecute the same, to enjoin and prohibit any such
49 violation. If Landlord fails to promptly commence such proceedings, or shall fail
50 thereafter to diligently prosecute the same, then Tenant shall have the right (i) to conduct
51 and prosecute such legal proceedings (including, without limitation, an action for
52 injunctive relief) in its own name, at Landlord's expense, or (ii) in the event the right set
53 forth in (i) above is not permitted to be exercised under applicable Legal Requirements,

1 to conduct and prosecute such legal proceedings in the name of Landlord, at Landlord's
2 expense, and Landlord shall cooperate with Tenant with respect to such prosecution
3 (including, without limitation, by executing any documentation or authorization
4 reasonably required by Tenant in connection with such prosecution and by appearing at
5 any hearing or trial with respect to such prosecution).

6 Section 13.3 Exclusives Which Tenant Must Honor.

7 13.3.1 Tenant shall honor certain exclusives granted by Landlord to certain
8 other tenants in the Greater Shopping Center pursuant to the terms of leases which have
9 been executed prior to the Effective Date (hereinafter, "Existing Exclusives") [a true and
10 complete listing and description of such Existing Exclusives being attached hereto as
11 Exhibit K-1, and shall not sublease, occupy or use all or any portion of the Premises, or
12 permit all or any portion of the Premises to be occupied or used in violation of any such
13 Existing Exclusive (except as may be specifically set forth on Exhibit K-1). Landlord
14 represents and warrants that no Existing Exclusive(s) exist other than those listed on
15 Exhibit K-1 hereto and that Exhibit K-1 is true accurate and complete, and covenants to
16 indemnify, defend and hold Tenant harmless from and against all loss, cost, liability or
17 expense (including, without limitation, reasonable legal fees) incurred by Tenant by
18 reason of the enforcement by any person or entity of such unlisted Existing Exclusive.
19 Notwithstanding the foregoing, Tenant shall be entitled to enter into a separate agreement
20 with any tenant or other occupant for whose benefit the Existing Exclusive is granted
21 which nullifies or modifies the corresponding Existing Exclusive with regard to the
22 Premises.

23 13.3.2 Except as expressly set forth in this Section 13.3, Tenant shall not be
24 obligated to honor any exclusive granted by Landlord to any tenant in the Greater
25 Shopping Center or in any other property owned by Landlord or Landlord's Affiliate.

26 ARTICLE 14
27 CONDUCT OF BUSINESS OPERATIONS

28 Subject to the other provisions of this Lease (including, without limitation,
29 Articles 2 and 3 and Subsection 12.4.3 hereof) Tenant shall initially open its store for
30 business to the public in the Premises for at least one (1) day, not later than the one
31 hundred eightieth (180th) day after the Rent Commencement Date (which date shall, as
32 applicable, be extended by reason of (A) damage or destruction, eminent domain
33 proceedings or actions, or *Force Majeure*, or (B) the acts or omissions of Landlord).
34 Other than as expressly set forth in the preceding sentence, Tenant shall have no
35 obligation to open or operate any business in the Premises, and shall have the right, at any
36 time, to cease to conduct any business operations in the Premises, and Tenant shall incur
37 no liability to Landlord or its Mortgagee by reason thereof (it being understood and
38 agreed that all of Tenant's obligations under this Lease shall continue unless this Lease is
39 terminated pursuant, *inter alia*, to the further provisions of this Article 14 or any other
40 provision of this Lease [other than by reason of an Event of Default]). In the event that
41 Tenant does not operate or cause to be operated any retail business in the Premises (other
42 than prior to the Rent Commencement Date or during Excused Periods) for more than
43 one hundred eighty (180) consecutive days, Landlord shall have the option to terminate
44 this Lease, which option shall be exercisable by giving notice thereof to Tenant by not
45 later than the ninetieth (90th) day after the date on which said 180-day period expires,
46 whereupon this Lease shall terminate upon the sixtieth (60th) day (the "Recapture Date")
47 after the date on which Tenant receives Landlord's termination notice, as if the Recapture
48 Date was originally set forth herein as the expiration date of the Term. Upon such
49 termination, Landlord and Tenant shall each be released from any and all liabilities
50 thereafter accruing hereunder, except for those obligations which survive the expiration
51 or other termination of this Lease pursuant to the express terms of this Lease. All Rent
52 payable by Tenant hereunder shall be apportioned as of the Recapture Date and Tenant

1 shall promptly pay to Landlord any amounts so determined to be due and owing by
2 Tenant to Landlord, and conversely Landlord shall promptly reimburse Tenant for any
3 amounts prepaid by Tenant for periods subsequent to the Recapture Date.

4 ARTICLE 15
5 TENANT ASSIGNMENT AND SUBLETTING

6 Section 15.1 Assignment and Subletting.

7 15.1.1 Tenant shall have the right from time to time, without the consent of
8 Landlord, to assign Tenant's interest in this Lease and/or to sublet, concession or license
9 all or any portion of the Premises, subject to all of the terms and conditions of this Lease.

10 15.1.2 Except with respect to any transaction covered under Subsection
11 15.1.3 or Section 15.3 below, in the event Tenant proposes to assign this Lease or sublet,
12 in a single transaction, the whole of the Premises, it shall first give notice thereof (the
13 "Assignment/Subletting Notice") to Landlord, which notice shall specify the name and
14 address of the proposed assignee or sublessee and the proposed use of the Premises to be
15 made by such assignee or sublessee, together with a statement certified by Tenant of the
16 amount of the then unamortized costs (amortized on a straight-line basis over the Initial
17 Term) of any alterations performed by Tenant to the Premises. Thereafter, Landlord shall
18 have the option to terminate this Lease, which option shall be exercisable by:

19 (a) giving notice to Tenant (the "Termination Notice") thereof
20 within fifteen (15) days after receipt of an Assignment/Subletting Notice from
21 Tenant, and

22 (b) paying to Tenant, within thirty (30) days after such notice is
23 given, all of Tenant's costs and expenses incurred in connection with the
24 preparation of plans and specifications for, and the then unamortized costs
25 (amortized on a straight-line basis over the Initial Term) of, Tenant's Work and
26 any alterations performed by Tenant to the Premises,

27 in which event this Lease shall automatically terminate on the ninetieth (90th) day (the
28 "Termination Date") after the date on which Tenant receives Landlord's Termination
29 Notice, with the same force and effect as if the Termination Date had been designated as
30 the expiration date of this Lease. Upon the Termination Date, Landlord and Tenant shall
31 each be released from any and all liabilities thereafter accruing hereunder, except for
32 those obligations which survive the expiration or other termination of this Lease pursuant
33 to the express terms of this Lease. All Rent payable by Tenant hereunder shall be
34 apportioned as of the Termination Date and Tenant shall promptly pay to Landlord any
35 amounts so determined to be due and owing by Tenant to Landlord, and conversely
36 Landlord shall promptly reimburse Tenant for any amounts prepaid by Tenant for periods
37 subsequent to the Termination Date. Notwithstanding the foregoing, Tenant shall have
38 the right to avoid Landlord's termination by giving notice to Landlord (the "Rescission
39 Notice"), within ten (10) days after receiving the Termination Notice, of its rescission of
40 the Assignment/Subletting Notice, whereupon Landlord's Termination Notice shall be
41 rendered null and void, and Tenant shall not assign this Lease or sublet the whole of the
42 Premises as proposed in its Assignment/Subletting Notice. If Landlord does not give the
43 Termination Notice within the aforesaid 15-day period, Landlord shall conclusively be
44 deemed to have waived its termination rights hereunder with respect to such proposed
45 assignment or subletting transaction, and Tenant may assign this Lease or sublet the
46 entire Premises in accordance with its Assignment/Subletting Notice. If Landlord
47 terminates the Lease hereunder, then, for a period of two (2) years after the Termination
48 Date, Landlord shall not lease, rent or occupy or permit the Premises or any portion
49 thereof to be occupied as a store which operates primarily as a baby store; the foregoing
50 shall survive the termination of this Lease.

15.1.3 In addition to, and not in limitation of, Tenant's other rights set forth in this Section 15.1, Tenant shall have the right from time to time, without the consent of Landlord, to assign Tenant's interest in this Lease and/or to sublet or license all or any portion of the Premises: (a) to an Affiliate of Tenant; (b) to any entity which purchases all or substantially all of the assets of Tenant or any of its Affiliates; (c) to any entity which purchases Tenant's interest in the majority of stores owned or operated by Tenant or its Affiliate(s) in the Fayetteville, NC metropolitan area; (d) in conjunction with any merger, acquisition, consolidation or public offering of stock or other interests involving Tenant or its Affiliate(s); and/or (e) as may be required by any Legal Requirement.

Section 15.2 Liability of Tenant. Unless otherwise agreed to in writing by Landlord, no assignment, subletting, licensing or concessioning by Tenant shall reduce, diminish, or otherwise affect the liability of Tenant hereunder; provided, however, that in the event of an assignment by the Tenant originally named herein or its Affiliate (collectively, the "**Original Tenant**") of its interest in this Lease to a Major Assignee or to a tenant whose obligations under this Lease are guaranteed by a Major Guarantor, all liability of the Original Tenant under this Lease accruing from and after the effective date of such assignment, shall terminate. For purposes of this Section 15.2, the term "**Major Assignee**" or "**Major Guarantor**", as the case may be, shall mean a person or entity which has, as of the effective date of such assignment, a net worth of at least One Hundred Million (\$100,000,000) Dollars.

Section 15.3 Collateral Assignment. In addition to Tenant's other rights set forth in this Article 15, a collateral assignment of Tenant's interest in this Lease by Tenant to one or more "Lenders" (hereinafter defined), as collateral security for an indebtedness or other obligation of Tenant or its Affiliates shall be permitted and Landlord shall execute all documentation reasonably requested by Tenant or any such Lender in connection therewith. In addition, Tenant shall have the right, without Landlord's consent, to grant to an Affiliate of Tenant a license to operate all of Tenant's business operations at the Premises, without such Affiliate having assumed any liability for the performance of Tenant's obligations under this Lease. As used herein, "**Lender**" shall mean a state or federally regulated: bank, savings and loan association, insurance company, pension fund, credit union, real estate investment trust, or other institutional lender.

Section 15.4 Cure Rights of Original Tenant.

15.4.1 If Tenant assigns Tenant's interest in this Lease, then Landlord, when giving notice to said assignee or any future assignee in respect of any default, shall also give a copy of such notice to the Original Tenant, and no notice of default shall be effective until a copy thereof is so given to Original Tenant. Original Tenant shall have the same period after receipt of such notice to cure such default as is given to Tenant therefor under this Lease.

15.4.2 If this Lease is terminated because of: (a) an Event of Default of such assignee, or (b) the rejection, disaffirmation, or other termination of this Lease by or on behalf of the assignee pursuant to any proceeding in bankruptcy under any Legal Requirement of any State or of the United States, or any other Legal Requirements affecting creditors' rights, then Landlord shall promptly give to Original Tenant notice thereof, and Original Tenant shall have the right, exercisable by notice given to Landlord within fifteen (15) days after receipt by Original Tenant of Landlord's notice, to enter into a new lease of the Premises with Landlord ("**New Lease**"), provided that the Original Tenant shall have remedied all Events of Default of the assignee hereunder, unless such Events of Default are personal to the assignee (Tenant acknowledging that a monetary default shall not be deemed as personal to the assignee) and/or not reasonably susceptible of cure by the Original Tenant, in which event the Original Tenant shall not be obligated to cure such Events of Default as a condition to the exercise of its rights under this Subsection 15.4.2. Upon the Original Tenant's curing of any such Event of

1 Default of the assignee as aforesaid, Landlord shall assign to the Original Tenant all of
2 Landlord's rights against such assignee (whether arising as a result of bankruptcy court
3 proceedings or otherwise). The term of said New Lease shall begin on the date of
4 termination of this Lease and shall continue for the remainder of the Term (including any
5 Renewal Periods). Such New Lease shall otherwise contain the same terms and
6 conditions as those set forth herein, except for requirements which are no longer
7 applicable or have already been performed. It is the intention of the parties hereto that
8 such New Lease shall have the same priority relative to other rights or interests in or to
9 the Premises as this Lease. The provisions of this Subsection 15.4.2 shall survive the
10 termination of this Lease and shall continue in full force and effect thereafter to the same
11 extent as if this Subsection 15.4.2 were a separate and independent contract between
12 Landlord and the Original Tenant. From the date on which the Original Tenant shall
13 serve Landlord with the aforesaid notice of the exercise of its right to a New Lease, the
14 Original Tenant shall have quiet and undisturbed use and enjoyment of the Premises and
15 all appurtenances thereto, as contemplated in this Lease.

16 Section 15.5 Recognition Agreement. In the event Tenant subleases all or any
17 portion of the Premises to an Affiliate, or for a term of at least five (5) years, then,
18 notwithstanding any other provisions of this Lease, Landlord shall, upon Tenant's
19 request, execute and deliver an agreement among Landlord, Tenant and each such
20 subtenant in the form of Exhibit H hereto, in recordable form. Landlord acknowledges
21 that following the Effective Date, Tenant intends to sublease the Premises to Buy Buy
22 Baby, and Landlord shall, in connection with such sublease, execute and deliver a
23 recognition agreement in accordance with the provisions of this Section 15.5.

24 ARTICLE 16
25 DEFAULT AND DISPUTE RESOLUTION

26 Section 16.1 Tenant Default.

27 16.1.1 If Tenant shall fail to: (i) pay any Rent when due, within ten (10)
28 days after its receipt of notice thereof from Landlord specifying the amount and details of
29 the unpaid Rent, or (ii) perform or observe any of the other covenants of this Lease on
30 Tenant's part to be performed or observed within thirty (30) days after its receipt of
31 notice thereof from Landlord specifying the nature of such default (or, if such default
32 shall be of a nature that same cannot reasonably be cured within thirty (30) days and
33 Tenant does not commence to cure such default on or before such thirtieth (30th) day and
34 thereafter diligently prosecute said cure to completion), such circumstance shall
35 constitute an "*Event of Default*".

36 16.1.2 Upon an Event of Default, Landlord shall have all remedies given to
37 it at law or in equity (except that Landlord hereby expressly waives any rights to
38 accelerate any element of the Rent, and any right of distraint, which may be granted to it
39 by law), including the following:

40 (a) to bring suit for the collection of such unpaid Rent or for the
41 performance of such other covenant of this Lease on Tenant's part to be performed;
42 and/or

43 (b) without waiving any non-monetary default, may (but shall not
44 be obligated to) perform any covenant which is capable of being remedied by the
45 performance of affirmative acts for the account and at the reasonable expense of Tenant
46 (it being agreed that should Landlord require access to the Premises in order to perform
47 such covenant as aforesaid, Landlord shall comply with the applicable provisions of
48 Sections 9.2 hereof), in which event, Tenant shall pay to Landlord on demand, as
49 Additional Rent, the reasonable cost or amount thereof, together with interest thereon at
50 the Lease Interest Rate from the date of outlay of expense until payment; and/or

(c) upon at least five (5) days' notice to Tenant, to terminate this Lease, whereupon Landlord shall have and retain full right to sue for and collect all unpaid Rent which shall have accrued up to the date of termination and any damages to Landlord by reason of any such breach as provided in Subsection 16.1.3 below, and Tenant shall surrender and deliver the Premises to Landlord, failing which, Landlord shall have the right to initiate summary proceedings to recover possession; and/or

(d) upon at least five (5) days' notice to Tenant to terminate Tenant's right of possession, re-enter the Premises and take possession thereof by lawful means. If Landlord shall so elect to repossess the Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent payable to Landlord pursuant to the terms of this Lease which shall have accrued up to the date of repossession, as well as all Rent as and when same shall become due and payable pursuant to the terms of this Lease during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during said period (after deducting reasonable expenses incurred by Landlord in connection with such reletting). In no event shall Tenant be entitled to any excess of any rent obtained by such reletting over and above the Rent herein reserved. Landlord may bring actions to collect amounts due by Tenant under this Lease, from time to time, prior to the expiration of the Term.

16.1.3 Upon an Event of Default, Tenant shall be liable for and shall pay to Landlord, in addition to any sum provided to be paid above, brokers' fees incurred by Landlord in connection with reletting the whole or any part of the Premises for the remainder of the then unexpired Term (excluding any then unexercised Renewal Periods), the costs of removing and storing Tenant's or other occupant's property; the cost of repairs; and all other commercially reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies, including reasonable attorneys' fees.

16.1.4 Upon an Event of Default, any amounts paid by Landlord to cure said Event of Default and any Rent payments not paid after notice thereof is given shall bear interest at the Lease Interest Rate from and after the expiration of any applicable grace period until paid.

16.1.5 Landlord shall use all reasonable efforts to relet the Premises or any portion thereof to mitigate Landlord's damages to which Landlord would otherwise be entitled to as a result of an Event of Default. In no event shall Tenant be liable to Landlord for any consequential damages suffered by Landlord as a result of an Event of Default by, or any other act of, Tenant.

Section 16.2 Landlord Default. If Landlord shall: (i) fail to perform or observe any of the covenants of this Lease on Landlord's part to be performed or observed within thirty (30) days after receiving notice from Tenant thereof (or, if same cannot reasonably be cured within thirty (30) days, if Landlord shall fail to promptly commence and diligently prosecute said cure to completion), or (ii) materially breach any warranty or representation under this Lease (either of (i) or (ii) above being hereinafter referred to as a "**Landlord's Default**"), then Tenant, in addition to such other rights and remedies as may be available under this Lease, or at law or in equity, may, in its sole discretion:

(a) as applicable, perform such obligation(s) of Landlord in accordance with the provisions of this Lease on behalf of, and at the expense of Landlord; and/or

(b) bring suit for the collection of any amounts for which Landlord is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Landlord, without terminating this Lease; and/or

(c) offset against the Rent payable by Tenant hereunder for amounts owed by Landlord to Tenant and/or for the amounts reasonably expended by Tenant performing Landlord's obligations hereunder, including costs and reasonable attorneys' fees, together with interest thereon at the Lease Interest Rate from the date of the outlay until paid; and/or

(d) terminate this Lease, without waiving its rights to damages for Landlord's Default, provided that: (1) Landlord's Default materially interferes with the normal conduct of any business operations in the Premises, (2) Landlord's Default is not reasonably capable of being cured by Tenant, and (3) Tenant gives notice of Landlord's Default to any Mortgagee of whom Landlord shall have previously given Tenant notice (including its address), and such Mortgagee shall not have cured Landlord's Default within thirty (30) days after such notice is given (or, if such default cannot reasonably be cured within thirty (30) days, such Mortgagee fails to promptly commence and diligently prosecute said cure to completion).

Notwithstanding the foregoing, if, in Tenant's reasonable judgment, a condition posing imminent risk of liability or material harm to persons or property or material disruption to the normal conduct of any business operations in the Premises shall exist (it being agreed, without limitation, that any water infiltration into the Premises from within or without the Premises, or mold remediation in connection therewith, shall be deemed to be such a condition), Tenant may, at its election, and without prior notice to Landlord, exercise any or all of the remedies set forth in (a), (b) and (c) above, provided, however, Tenant shall not undertake any mold remediation, unless Landlord fails to commence to cure (and thereafter diligently prosecute) such condition within ten (10) days of receipt of notice thereof. In no event shall Landlord be liable to Tenant for any consequential damages suffered by Tenant as a result of a default by, or any other act of, Landlord.

Section 16.3 Arbitration. In any case where this Lease expressly provides for submission of a dispute or matter to arbitration (but not otherwise), the same shall be settled by arbitration in Fayetteville, North Carolina, before one arbitrator in accordance with the procedural rules of the American Arbitration Association (or any successor thereto) then in effect. The decision of the arbitrator shall be final, conclusive and binding on the parties, but the powers of the arbitrator are hereby expressly limited to the determination of factual issues, and the arbitrator shall have no power to reform, supplement or modify this Lease. The arbitrator shall make only required findings of fact incident to an arbitrable dispute, which findings shall be set forth in reasonable detail in a written decision by the arbitrator. Landlord and Tenant shall share equally in the cost and expenses of such arbitration, and each shall separately pay its own attorneys' fees and expenses, unless the arbitrator finds that one of the parties did not act in good faith in connection with the dispute or the conduct of the arbitration proceeding, in which case the arbitrator may award all or part of said costs, expenses and fees to the other party.

ARTICLE 17

RIGHT TO MORTGAGE AND NON-DISTURBANCE; ESTOPPEL CERTIFICATE

Section 17.1 Right to Mortgage and Non-Disturbance. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or deed of trust for the benefit of any Mortgagee hereafter encumbering or affecting all or any portion of the Shopping Center, as well as to any future ground or underlying leases encumbering or affecting all or any part of the Shopping Center; provided, however, that (a) each Mortgagee shall first execute and deliver to Tenant a subordination, non-disturbance and attornment agreement in substantially the form attached as Exhibit G hereto, in recordable form, and (b) any Ground Lessor shall execute (and shall obtain the written consent of any holder of any mortgage, deed of trust or any other existing lien encumbering or affecting the Shopping Center or any portion thereof, as applicable) and deliver to Tenant a fee owner recognition agreement in a form reasonably satisfactory to

1 Tenant, which shall include the following provisions: (i) the Ground Lessor will not, in
2 the exercise of any of the rights arising or which may arise out of such lease, disturb or
3 deprive Tenant in or of its possession or its rights to possession of the Premises or of any
4 right or privilege granted to or inuring to the benefit of Tenant under this Lease; (ii) in the
5 event of the termination of the ground or underlying lease, Tenant will not be made a
6 party in any removal or eviction action or proceeding, nor shall Tenant be evicted or
7 removed of its possession or its right of possession of the Premises, and this Lease shall
8 continue in full force and effect as a direct lease between the Ground Lessor and Tenant
9 for the remainder of the Term and on the same terms and conditions as contained herein,
10 without the necessity of executing a new lease; and (iii) Landlord and Tenant shall have
11 the right to execute any amendment to this Lease which is specifically required hereunder
12 and the Ground Lessor shall recognize and be bound thereto.

13 Section 17.2 Estoppel Certificate. Upon written notice given by Landlord or
14 Tenant in accordance with Article 18 hereof, the other party, within thirty (30) days after
15 receiving such request, shall execute and deliver to and only for the benefit of the
16 requesting party or any Mortgagee, *bona fide* prospective purchaser, assignee, or
17 sublessee of the requesting party, without charge, a written statement: (1) ratifying this
18 Lease; (2) certifying, to such party's actual knowledge, that this Lease is in full force and
19 effect, if such is the case, and has not been modified, assigned, supplemented or
20 amended, except by such writings as shall be stated; (3) specifying the dates to which
21 Fixed Rent and Additional Rent have been paid; (4) stating whether or not, to such
22 party's actual knowledge, the party requesting the estoppel is in default and, if so, stating
23 the nature of such default, (5) stating the Rent Commencement Date, and (6) stating
24 which options to extend the Lease Term have been exercised, if any. Each request for a
25 written statement pursuant to this Section 17.2 made within twelve (12) months of an
26 earlier request for such a written statement shall be accompanied by a payment, from the
27 requesting party to the other party, in the amount of One Thousand Dollars (\$1,000)
28 (increased by Two Hundred Dollars (\$200) on each date that the Fixed Rent increases
29 pursuant to Subsection 1.1.11 hereof).

30 Section 17.3 Existing Mortgages and Ground Leases. If a mortgage, deed of
31 trust, or other security instrument, or any ground or underlying lease, encumbers the
32 Shopping Center or any part thereof on the Effective Date, then within thirty (30) days
33 after the Effective Date, Landlord shall deliver to Tenant, in recordable form: (x) a
34 subordination, non-disturbance and attornment agreement substantially in the form
35 attached hereto as Exhibit G, in recordable form, executed by each and every holder of
36 any mortgage, deed of trust or any other existing lien encumbering or affecting the
37 Shopping Center or any portion thereof, and (y) a fee owner recognition agreement in the
38 form and content described in clause (b) of Section 17.1 hereof, in recordable form,
39 executed by any Ground Lessor (and, as may be required, consented to by the holder of
40 any mortgage, deed of trust or other existing lien as aforesaid). Should Landlord fail to
41 so deliver such instrument(s) within said 30-day period, Tenant shall have the right by
42 notice given to Landlord at any time prior to the date on which such instrument(s) are
43 delivered, to terminate this Lease, in which event, neither party shall have any further
44 liability hereunder, except: (i) for those obligations which survive the expiration or other
45 termination of this Lease pursuant to the express terms of this Lease, and (ii) Landlord
46 shall be obligated to promptly reimburse Tenant for all its reasonable, third-party costs
47 and expenses incurred in connection with this Lease, including, without limitation, the
48 preparation and review of plans and specifications, and the performance of Tenant's
49 Work, provided, however, that such reimbursement by Landlord shall not exceed the
50 aggregate sum of Fifty Thousand Dollars (\$50,000). Landlord represents and warrants
51 that there are no mortgages, deeds of trust or other security instruments, or any ground or
52 underlying lease, encumbering the Shopping Center as of the Effective Date.

ARTICLE 18
NOTICE

Subject to the further provisions of this Article 18, whenever it is provided herein that any notice, demand, request, consent, approval or other communication ("*Notice*") shall or may be given to either of the parties by the other, it shall be in writing and, any Legal Requirement to the contrary notwithstanding, shall not be effective for any purpose unless same shall be given by registered or certified mail, postage prepaid, return receipt requested, or by any recognized overnight mail carrier, with proof of delivery slip, addressed to Landlord at Landlord's Mailing Address or to Tenant at Tenant's Mailing Address, with copies of notices to Tenant also given to: (i) General Counsel, c/o Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, New Jersey 07083, and (ii) Cathleen H. Giuliana, Esq., c/o Riker, Danzig, Scherer, Hyland & Perretti, LLP, Headquarters Plaza, One Speedwell Avenue, P.O. Box 1981, Morristown, New Jersey 07962-1981, or to such other person or other address as may, from time to time, be specified by either party in a written notice to the other party. If Landlord shall consist of more than one person or entity, notices delivered by Tenant to Landlord's Mailing Address shall be deemed to be delivered to, and effective notice to, all such persons or entities comprising Landlord. All notices given in accordance with the provisions of this Section shall be effective upon receipt (or refusal of receipt) at the address of the addressee, provided, however, that if a deadline for the giving of any notice under this Lease occurs on Saturday, Sunday, or a legal holiday, then such deadline shall be extended to the next business day thereafter occurring. Notwithstanding the foregoing, Landlord shall instead send the following items to Tenant (Attention: Lease Administration) at Tenant's Mailing Address: (A) all bills, notices (but not notices of default) and related information pertaining to Tenant's Pro Rata Share of Taxes as described in Section 4.3 of this Lease, and (B) all budgetary information, notices (but not notices of default), statements, bills and related information pertaining to Tenant's Pro Rata Share of Common Areas Charges as described in Section 5.1 of this Lease.

ARTICLE 19
TENANT'S PROPERTY

All of Tenant's Property which may be installed or placed in or upon the Premises by Tenant shall remain the property of Tenant. Tenant may assign, hypothecate, encumber, mortgage or create a security interest in or upon Tenant's Property in the Premises without the consent of Landlord and may remove Tenant's Property at any time during the Term. Landlord waives any right it may have in Tenant's Property. To the extent Landlord may have a lien on or security interest in the Tenant's Property pursuant to this Lease, by law or otherwise, Landlord hereby waives, and agrees not to assert, such lien or security interest. Landlord shall provide to Tenant, within ten (10) days after Tenant's request therefor, a written waiver in form reasonably satisfactory to Tenant evidencing Landlord's waiver of any rights it has or may have in Tenant's Property.

ARTICLE 20
END OF TERM

Section 20.1 Surrender of Premises. At the expiration of the Term, Tenant will quit and surrender the Premises in good condition and repair, excepting, however, reasonable wear and tear, damage by fire or other casualty, damage by eminent domain, and repairs and replacements to be made by Landlord hereunder.

Section 20.2 Hold Over. If Tenant fails to deliver possession of the Premises to Landlord at the end of the Term, and unless Landlord and Tenant are, at such time, engaged in good faith negotiations to extend the Term, Tenant shall be a tenant at sufferance and shall be liable for Fixed Rent on a monthly basis (or, if applicable, on a prorated daily basis) in an amount equal to one hundred fifty (150%) percent of the

1 amount thereof payable by Tenant for the month immediately preceding the last day of
2 the Term as well as for all Additional Rent payable by Tenant hereunder.

3 ARTICLE 21
4 TENANT'S RIGHT OF FIRST OFFER

5 Provided an uncured Event of Default does not then exist under this Lease, Tenant
6 shall have continuing rights of first offer to lease additional space in the Shopping Center
7 which is contiguous to the Premises and which may become available on and after the
8 date of this Lease. At such time that Landlord has knowledge that such space ("**Offered**
9 **Space**") is or will become available, Landlord will give Tenant notice (the "**Offering**
10 **Notice**") of the terms and conditions Landlord would be willing to accept with respect to
11 the Offered Space (including, without limitation, the proposed rent, additional rent, scope
12 of Landlord's proposed tenant improvements, location and Floor Area), and Tenant shall
13 have thirty (30) days within which to respond to Landlord's offer. In the event Tenant
14 elects to accept Landlord's offer, then Tenant shall notify Landlord of such election by
15 giving notice to Landlord during such thirty (30) day period and Landlord and Tenant
16 shall thereupon enter into an amendment to this Lease for the leasing of the Offered
17 Space, which amendment shall (a) contain the terms and conditions set forth in the
18 Offering Notice, (b) provide that the term thereunder shall expire or sooner terminate
19 contemporaneously with the expiration or sooner termination of the Term hereof (subject
20 to extension in accordance with Subsection 2.2.2 above), and (c) contain such other terms
21 and provisions as either Landlord or Tenant may reasonably require in order to effectuate
22 the incorporation of the Offered Space into the Premises and to otherwise effectuate the
23 intent of this Article 21. Should Tenant decline Landlord's offer or fail to respond
24 thereto, then Tenant shall have been deemed to have waived its right of first offer to the
25 Offered Space in that instance (but Tenant shall not lose any prospective rights of first
26 offer with respect to any space (including, without limitation, the Offered Space) which
27 may in the future become vacant and available), and Landlord may lease the Offered
28 Space to any other party upon substantially the same terms and conditions as those
29 offered to Tenant, provided that such lease is executed within six (6) months after Tenant
30 has declined (or failed to respond to) Landlord's offer with respect to the Offered Space.
31 As used herein, the phrase "**substantially the same terms and conditions as that offered**
32 **to Tenant**" shall mean terms not materially different and/or a rent of not more than five
33 (5%) percent below the rent requested by Landlord of Tenant. Any dispute between the
34 parties with respect to this Article 21 (including, without limitation, any dispute as to the
35 provisions of the amendment described in this Article 21) shall be resolved by arbitration
36 in accordance with the provisions of Section 16.3 above.

37 ARTICLE 22
38 ONGOING CO-TENANCY

39 If, at any time during the Term, at least (i) four (4) of the Named Inducement
40 Tenants are not open to the public for the operation of retail business, or (ii) at least sixty-
41 five (65%) percent of Floor Area of the Greater Shopping Center, as set forth in
42 Subsection 1.1.13A above (excluding the Premises), ceases to be used for the operation
43 of retail business by national tenants or regional tenants of the type typically found in
44 first-class regional shopping centers located in the Fayetteville, NC metropolitan area
45 (such condition being hereinafter referred to as an "**Excess Vacancy**"), then in such
46 event, Tenant shall have the right to: (i) pay Alternate Rent in lieu of Fixed Rent and
47 Percentage Rent during the period of such Excess Vacancy, and/or (ii) if Tenant pays
48 Alternate Rent hereunder for a period in excess of three hundred sixty-five (365)
49 continuous days, to terminate this Lease, exercisable by giving Landlord, within one
50 hundred twenty (120) days after the expiration of such 365-day period, at least sixty (60)
51 days' prior notice, in which event this Lease shall terminate on the date set forth in
52 Tenant's notice of termination without further liability on the part of either Landlord or
53 Tenant, except: (A) for those obligations which survive the expiration or other

1 termination of this Lease pursuant to the express terms of this Lease, and (B) Landlord,
2 promptly after receiving a statement from Tenant showing the costs and expenses of any
3 alterations made by Tenant, shall reimburse Tenant for the unamortized portion of such
4 costs and expenses based upon the unexpired portion of the Term. If Tenant does not
5 terminate this Lease pursuant to this Article 22, then commencing on the expiration of the
6 aforesaid 120-day period, Tenant shall resume paying full Rent, provided, however, that
7 Tenant shall: (x) again be entitled to exercise its rights under this Article 22 each time the
8 then existing condition of Excess Vacancy in clause (ii) worsens by more than five
9 percent (5%); and (y) retain all of its original rights under this Article 22 with respect to
10 any future condition(s) of Excess Vacancy.

11 ARTICLE 23
12 MISCELLANEOUS

13 Section 23.1 Loading Facilities. Tenant shall have the exclusive right to utilize
14 the loading facilities serving the Premises (shown on Exhibit B) on a "24 hour a day",
15 "365 days a year" basis.

16 Section 23.2 Liens. Within thirty (30) days after notice of the filing thereof,
17 Tenant shall discharge (either by payment or by filing of the necessary bond, or
18 otherwise) any lien against the Premises and/or Landlord's interest therein, which may
19 arise out of any payment due for, or purported to be due for, any labor, services,
20 materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon
21 or about the Premises. Similarly, within thirty (30) days after notice of the filing thereof,
22 Landlord shall discharge (either by payment or by filing of the necessary bond, or
23 otherwise) any lien against the Premises and/or Landlord's interest therein, which may
24 arise out of any payment due for, or purported to be due for, any labor, services,
25 materials, supplies or equipment alleged to have been furnished to or for Landlord in,
26 upon or about the Premises.

27 Section 23.3 Broker's Commission. Landlord and Tenant each warrant and
28 represent to the other that they did not deal with any real estate broker in connection with
29 the negotiation, execution and delivery of this Lease, except for The Shopping Center
30 Group, LLC (the "**Broker**"). Landlord shall pay the Broker a commission pursuant to a
31 separate agreement. Each party agrees to indemnify, defend, and save the other harmless
32 from and against any and all liabilities, costs, causes of action, damages and expenses,
33 including, without limitation, attorneys' fees, with respect to or arising out of any claims
34 made by any real estate broker (other than the Broker), agent or finder with respect to this
35 Lease in breach of the foregoing representation. The provisions of this Section shall
36 survive the expiration or earlier termination of this Lease.

37 Section 23.4 Force Majeure. Except as otherwise expressly set forth herein, in
38 the event either party hereto shall be delayed or hindered in, or prevented from, the
39 performance of any act required hereunder by reason of strikes, failure of power, riots,
40 insurrection, war, earthquake, hurricane or tornado (or comparable weather conditions of
41 unusual severity), or other reasons of an extraordinary nature which are beyond the
42 reasonable control of the party, and which could not have been avoided through the
43 exercise of due diligence by a party (collectively referred to herein as "**Force Majeure**"),
44 then the performance of any such act shall be excused for a period equal to the period of
45 the delay. Notwithstanding the foregoing provisions, the following shall not constitute
46 Force Majeure: (i) the financial inability of a party to perform its obligations under this
47 Lease (except for delays resulting from cyber-attacks, power failures, or other events of
48 *Force Majeure* affecting the availability of funds); or (ii) delays occurring in the course
49 of complying with applicable Legal Requirements that could have been avoided through
50 the exercise of due diligence by a party hereto. A party wishing to invoke this Section
51 shall give the other party notice of that intention within ten (10) days of the
52 commencement of any event of *Force Majeure* and shall, at that time, specify the reasons

1 therefor, the specific provision of this Lease which will be delayed as a result, and the
2 period of such extension, if known, or if not known, a reasonable estimate thereof.

3 Section 23.5 Consents. Except as may be otherwise expressly set forth in this
4 Lease, whenever under this Lease provision is made for either party's securing the
5 consent or approval of the other party, (i) such consent or approval shall be in writing and
6 shall not be unreasonably withheld, delayed or conditioned, and (ii) in all matters
7 contained herein, both parties shall have an implied obligation of reasonableness.

8 Section 23.6 Costs. Whenever this Lease requires the performance of an act by a
9 party, such party shall perform the act at its own cost and expense, unless expressly
10 provided to the contrary.

11 Section 23.7 Attorneys' Fees. In any action or proceeding hereunder (whether to
12 enforce the terms and provisions of an indemnity or otherwise), the prevailing party shall
13 be entitled to recover from the other party the prevailing party's reasonable costs and
14 expenses in such action or proceeding, including reasonable attorneys' fees, costs and
15 expenses. Except as otherwise set forth herein, if either party is sued by a third party as a
16 result of a violation of a covenant or warranty herein contained by the other party hereto,
17 then the party who has violated the covenant or warranty shall be responsible for the
18 reasonable costs and expenses in such action or proceeding against the non-violating
19 party, including reasonable attorneys' fees, costs and expenses.

20 Section 23.8 Survival of Obligations. The obligation to pay any sums due to
21 either party from the other that by the terms herein would not be payable, or are incapable
22 of calculation, until after the expiration or sooner termination of this Lease shall survive
23 and remain a continuing obligation until paid. All indemnity obligations under this Lease
24 shall survive the expiration or earlier termination of this Lease.

25 Section 23.9 Non-Waiver. The failure of Landlord or Tenant to insist upon the
26 strict performance of, or to enforce, any provision, covenant or condition herein shall not
27 be deemed to be a waiver thereof, nor void or affect the right of the aggrieved party to
28 enforce the same covenant or condition on the occasion of any subsequent breach or
29 default; nor shall the failure of either party to exercise any option in this Lease upon any
30 occasion arising therefor be deemed or construed to be a waiver of the right to exercise
31 that same kind of option upon any subsequent occasion.

32 Section 23.10 Rights Cumulative. Unless expressly provided to the contrary in this
33 Lease, each and every one of the rights, remedies and benefits provided by this Lease
34 shall be cumulative and shall not be exclusive of any other such rights, remedies and
35 benefits allowed by applicable Legal Requirements.

36 Section 23.11 Definition of Landlord. The term "**Landlord**" shall mean only the
37 person or entity which, from time to time, shall then own the Shopping Center, and in the
38 event of the transfer by such owner of its interest in the Shopping Center, such owner
39 shall (except to the extent of (1) claims made by Tenant against Landlord which arose
40 prior to the effective date of the transfer of such ownership interest, and/or (2) judgments
41 obtained by Tenant against Landlord, on or prior to the effective date of the transfer of
42 such ownership interest) thereupon be released and discharged from all covenants and
43 obligations of Landlord thereafter accruing, but such covenants and obligations shall be
44 binding during the Term upon each new owner for the duration of such owner's
45 ownership. Subject to the terms of this Section 23.11, Tenant acknowledges that
46 Landlord has the right to transfer all or any portion of its interest in the Shopping Center,
47 the Premises and/or in this Lease. Without limiting the generality of the foregoing, it is
48 acknowledged and agreed that the liability of Landlord under this Lease is limited to its
49 actual period of ownership of title to the Shopping Center, subject to any provisions that
50 expressly survive, but only to matters relative to the period of ownership.

1 Section 23.12Successors and Assigns. The provisions of this Lease shall be
2 binding upon and shall inure to the benefit of the parties hereto and their respective heirs,
3 executors, administrators, successors and assigns.

4 Section 23.13Limitation of Landlord's Liability. Except with respect to insurance
5 proceeds or condemnation awards received by Landlord which are required by the terms
6 of this Lease to be applied to the repair or restoration of the Premises or the Greater
7 Shopping Center, Tenant shall, on and after the Delivery Date, look only to Landlord's
8 estate and property in the Greater Shopping Center (or the proceeds from the sale of all or
9 any portion thereof) and net income derived from the Greater Shopping Center for the
10 satisfaction of Tenant's remedies for the collection of a judgment (or other judicial
11 process) requiring the payment of money by Landlord hereunder and no other property or
12 assets of Landlord, its officers, directors, stockholders, members or partners shall be
13 subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's
14 remedies under or with respect to this Lease. Except with respect to the limitation on
15 personal liability hereinabove set forth, the provisions of this Section 23.13 shall not be
16 deemed or construed to limit Tenant's rights and remedies pursuant to this Lease or
17 which may be available at law or in equity.

18 Section 23.14Limitation of Tenant's Liability. Landlord, its successors and
19 assigns, shall look solely to the assets, if any, of Tenant and its successors and assigns,
20 for the satisfaction of any claim arising from or under this Lease and shall not seek to
21 impose personal liability on any shareholder, officer, director, member or employee of
22 Tenant or any of its Affiliates.

23 Section 23.15Joint and Several Liability. If either party consists of more than one
24 person, then the persons constituting such party shall be jointly and severally liable
25 hereunder.

26 Section 23.16Severability. If any term, covenant, condition or provision of this
27 Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable,
28 the remainder of the provisions hereof shall remain in full force and effect and shall in no
29 way be affected, impaired, or invalidated thereby.

30 Section 23.17Grammatical Usages and Construction. In construing this Lease,
31 feminine or neuter pronouns shall be substituted for those masculine in form and vice
32 versa, and plural terms shall be substituted for singular and singular for plural in any
33 place in which the context so requires. This Lease shall be construed without regard to:
34 (i) the identity of the party who drafted the various provisions hereof, and (ii) the addition
35 or deletion of text made during the negotiation of this Lease. Moreover, each and every
36 provision of this Lease shall be construed as though all parties hereto participated equally
37 in the drafting thereof. As a result of the foregoing, any rule or construction that a
38 document is to be construed against the drafting party shall not be applicable hereto.

39 Section 23.18Table of Contents, Line Numbering and Paragraph Headings. The
40 table of contents and line numbering, if any, and section headings are inserted only for
41 convenience and in no way define, limit or describe the scope or intent of this Lease, nor
42 in any way affect this Lease.

43 Section 23.19Definition of Hereunder, Herein, etc.. Unless the context clearly
44 indicates to the contrary, the words "herein," "hereof," "hereunder," "hereafter," and
45 words of similar import refer to this Lease and all the Exhibits attached hereto as a whole
46 and not to any particular section, Section, or paragraph hereof.

47 Section 23.20Short Form Lease. Upon the request of either party following the
48 execution and delivery of this Lease, Landlord and Tenant shall execute a short form
49 lease or memorandum, which shall be in recordable form, and such form and substance as
50 either party shall reasonably request; Landlord and Tenant shall cooperate in the

1 recordation thereof. In no event shall the amount of Fixed Rent reserved hereunder be
2 included in any such short form lease or memorandum.

3 Section 23.21 Entire Agreement and Modification. This Lease constitutes the
4 entire agreement of the parties hereto, and all prior agreements between the parties,
5 whether written or oral, are merged herein and, except as may be specifically set forth
6 herein, shall be of no force and effect. This Lease cannot be changed, modified or
7 discharged orally, but only by an agreement in writing, signed by the party against whom
8 enforcement of the change, modification or discharge is sought.

9 Section 23.22 No Joint Venture or Partnership Created by Lease. Nothing
10 contained herein shall be deemed or construed as creating the relationship of principal
11 and agent or of partnership or of joint venture between the parties hereto.

12 Section 23.23 Tenant's Tradename. Except as a nominative fair use (e.g., to show
13 the location of the Premises in the Greater Shopping Center or to indicate that Tenant is a
14 tenant in the Greater Shopping Center), Landlord shall not make use of any of Tenant's
15 tradename [i.e., "buybuy BABY"®] in any advertising or marketing material, including,
16 without limitation, on any internet website, without obtaining Tenant's prior written
17 approval, which may be withheld in Tenant's sole and absolute discretion.

18 Section 23.24 Counterparts. This instrument may be executed in several
19 counterparts, each of which shall be deemed an original. The signatures to this
20 instrument may be executed and notarized on separate pages, and when attached to this
21 instrument, shall constitute one complete document.

22 Section 23.25 Waiver of Trial by Jury. Landlord and Tenant hereby mutually
23 waive any and all rights which either may have to request a jury trial in any proceeding
24 between them at law or in equity.

25 Section 23.26 Timely Billing of Charges. Notwithstanding any provision of this
26 Lease to the contrary, any Additional Rent for which Tenant is to be billed or charged by
27 Landlord shall be billed or charged within ninety (90) days after the close of the calendar
28 year (or fiscal tax year, in the case of Taxes) for which the amount is incurred by
29 Landlord, failing which, Landlord shall be deemed to have waived its right to payment of
30 such Additional Rent.

31 Section 23.27 Ethical Conduct Policy. It is the policy of Tenant and its
32 subsidiaries and Affiliates (collectively, "*the Company*") to conduct all its business
33 transactions in accordance with the highest ethical standards and all applicable laws
34 (including, but not limited to, the U.S. Foreign Corrupt Practices Act). No individual
35 employed by or representing the Company, and no individual or entity contracting with
36 the Company or otherwise performing services on behalf of the Company, is permitted to
37 solicit, accept, offer, promise or pay any bribe, kickback or any other improper payment
38 of money, products or services. This includes, but is not limited to, any improper
39 payment in exchange for (i) the Company's execution of this Lease, (ii) any action taken
40 by such individual on behalf of the Company, or (iii) any action taken by a third party.
41 Any individual or entity having a business relationship with the Company shall require
42 any subcontractor (of any level) to adhere to the same standards and are expected to
43 appropriately monitor their subcontractors to ensure such adherence. If any such
44 improper actions are observed, please contact the Tenant's Legal Department (Attention:
45 General Counsel) at the address set forth in Article 18 hereof and/or by telephone at 908-688-
46 0888 so that the incident may be fully investigated.

47 Section 23.28 Confidentiality. Landlord shall not reveal to anyone, or otherwise
48 make or publish any public statement or notice regarding the economic or other business
49 terms of this Lease (including, without limitation, the Term and the Rent), except as
50 required by Legal Requirements; or for disclosure to Landlord's accountants, attorneys,

1 bona fide prospective purchasers, or current or prospective Mortgagees or underlying
2 lessors of all or any portion of Landlord's interest in the Greater Shopping Center,
3 provided that each of such recipients shall be bound to the same non-disclosure
4 provisions as are imposed upon Landlord.

5 [Signature page follows]
6


1 Section 23.29 Governing Law. This Lease shall be governed by, construed, and
2 enforced in accordance with the laws of the State in which the Premises are located.


3 IN WITNESS WHEREOF, the parties have executed this instrument under seal
4 the day and year first-above written.

LANDLORD:

WITNESS:

NC FAYETTEVILLE SKIBO, LLC,
a North Carolina limited liability company

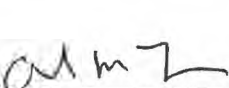
[SEAL] 

By: 
Name: Philip J. Wilson
Title: MANAGER

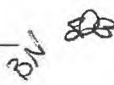
TENANT:

ATTEST:

BED BATH & BEYOND INC., a New
York corporation


Name: Alan M. Freeman
Title: Assistant Secretary

[SEAL]

By: 
Name: Steven H. Temares
Title: Chief Executive Officer 

1

INDEX OF EXHIBITS

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Exhibit A

Legal Description of Greater Shopping Center

Parcel One:

Beginning at a point in the southern right-of-way margin of the A. & R. Railroad, said point of beginning being the northwest corner of the Sanford Milling Co. property and runs thence along the western line of the Sanford Milling Co. property South 04 degrees 18 minutes West, 283.70 feet to a point; thence along the southern line of the Sanford Milling Co. property South 82 degrees 26 minutes East, 30.0 feet to a point; thence South 05 degrees 45 minutes East, 802.29 feet to a point; thence South 33 degrees 14 minutes West, 165.78 feet to a point; thence South 82 degrees 58 minutes West 200.0 feet to a point; thence South 66 degrees 27 minutes West, 698.71 feet to a point; thence along the northeastern lines of Chestnut Hills, Clark and Jackson North 47 degrees 35 minutes West, 1475.95 feet to the eastern right-of-way margin of N.C. Highway 59; thence along the eastern right-of-way margin of N.C. Highway No. 59 North 26 degrees 48 minutes East, 111.19 feet to its point of intersection with the southern right-of-way margin of the A. & R. Railroad; thence along the southern right-of-way margin of the A. & R. Railroad North 66 degrees 16 minutes East, 811.34 feet to the p.c. of a curve (the radius of which is 1530.72 feet); thence as it curves to the right, an arc distance of 707.82 feet to the p.t. of said curve; thence continuing along the said right-of-way margin South 87 degrees 14 minutes East, 448.39 feet to the beginning containing 47.55 acres.

Parcel Two:

Beginning at an iron pipe, said pipe being located South 47 degrees 35 minutes East, 261.45 feet from a concrete monument which is the northernmost corner of Chestnut Hills Subdivision as recorded in Plat Book 33, Page 40, Cumberland County Registry, and proceeding thence with the southern and eastern lines of a 47.55 acre tract conveyed from E.H. Evans to Barrett Land and Development Company, North 66 degrees 31 minutes East 699.84 feet; thence North 82 degrees 57 minutes East 200.05 feet; thence North 33 degrees 12 minutes East 165.74 feet; thence North 05 degrees 47 minutes West 802.42 feet to an iron pipe lying in the southern boundary of the Sanford Milling Company property, said point also being a corner in the aforementioned conveyance; thence with said boundary South 82 degrees 30 minutes East 64.00 feet to a point; thence proceeding with the various courses of a ditch, South 12 degrees 46 minutes West 92.19 feet; thence South 11 degrees 32 minutes East 50.01 feet; thence South 102.00 feet; thence South 22 degrees 15 minutes East 118.85 feet; thence South 09 degrees 28 minutes East, 48.66 feet; thence South 15 degrees 21 minutes West 105.77 feet; thence South 17 degrees 01 minutes East 102.49 feet; thence South 03 degrees 18 minutes West 52.09 feet; thence South 11 degrees 19 minutes East 50.99 feet; thence South 07 degrees 58 minutes West 50.49 feet; thence South 09 degrees 15 minutes East 43.57 feet; thence South 26 degrees 47 minutes West 119.85 feet; thence South 43 degrees 02 minutes West 82.07 feet; thence South 83 degrees 07 minutes West 208.50 feet; thence South 64 degrees 16 minutes West 92.14 feet; thence South 58 degrees 03 minutes West 100.17 feet; thence South 76 degrees 30 minutes West 51.42 feet; thence South 84 degrees 30 minutes West 52.24 feet; thence South 62 degrees 14 minutes West 150.30 feet; thence South 72 degrees 49 minutes West 101.53 feet; thence South 62 degrees 56 minutes West 50.54 feet to an iron pipe; thence leaving said ditch South 82 degrees 46 minutes West 104.31 feet to the point of beginning and containing 1.597 acres, more or less.

Save and Except any portion of the property described in Deed and Deed of Easement recorded in Book 2391, Page 125; and in Deed recorded in Book 4729, Page 177.

Also, Save and Except the following property being conveyed to the Aberdeen & Rockfish Railroad Company in connection with Landlord's acquisition of the Greater Shopping Center:

BEGINNING AT A NEW REBAR SET IN THE SOUTHERN RIGHT-OF-WAY MARGIN OF THE ABERDEEN AND ROCKFISH RAILROAD RECORDED IN DEED BOOK 170 PAGE 102 OF THE CUMBERLAND COUNTY REGISTRY, THENCE FROM SAID REBAR ALONG THE EXISTING RIGHT-OF-WAY MARGIN FOR THE FOLLOWING CALLS: N60°43'04"E 75.49 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1530.72 FEET AND AN ARC DISTANCE OF 707.82 FEET, CHORD BEARING AND DISTANCE OF N73°57'54"E 701.53 FEET TO A POINT; THENCE N87°13'04"E 357.36 FEET TO A POINT; THENCE LEAVING THE AFOREMENTIONED RIGHT-OF-WAY MARGIN S75°39'25"E 52.02 FEET TO A POINT; THENCE WITH A NEW LINE DEFINING THE FUTURE RIGHT-OF-WAY MARGIN S83°58'58"W 612.70 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1397.41 FEET AND AN ARC DISTANCE OF 568.41 FEET, CHORD BEARING AND DISTANCE OF S72°19'48"W 564.50 FEET TO A POINT; THENCE N29°16'56"W 0.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.64 ACRES (27,697 SF) MORE OR LESS.

Exhibit A-1

Legal Description of Shopping Center

BEGINNING AT A NEW REBAR SET IN THE SOUTHERN RIGHT-OF-WAY MARGIN OF THE
ABERDEEN AND ROCKFISH RAILROAD RECORDED IN DEED BOOK 170 PAGE 102 OF THE
CUMBERLAND COUNTY REGISTRY, THENCE FROM SAID REBAR WITH A NEW LINE
DEFINING THE FUTURE RIGHT-OF-WAY MARGIN S29°16'56"E 0.47 FEET TO A POINT;
THENCE WITH A NON TANGENT CURVE AS IT CURVES TO THE RIGHT HAVING A RADIUS
OF 1397.41 FEET AND AN ARC DISTANCE OF 568.41 FEET, CHORD BEARING AND DISTANCE
OF N72°19'48"E 564.50 FEET TO A POINT; THENCE N83°58'58"E 67.15 FEET TO A POINT IN
THE FUTURE WESTERN RIGHT-OF-WAY MARGIN OF FREEDOM PARKWAY DRIVE;
THENCE ALONG SAID RIGHT-OF-WAY MARGIN THE FOLLOWING THIRTY-FOUR CALLS:
S07°41'05"E 17.81 FEET TO A POINT; THENCE WITH A CURVE AS IT CURVES TO THE LEFT
HAVING A RADIUS OF 440.00 FEET AND AN ARC DISTANCE OF 29.92 FEET, CHORD
BEARING AND DISTANCE OF S09°37'58"E 29.91 FEET TO A POINT; S31°55'07"W 15.11 FEET
TO A POINT; THENCE WITH A NON TANGENT CURVE AS IT CURVES TO THE LEFT HAVING
A RADIUS OF 450.54 FEET AND AN ARC DISTANCE OF 68.33 FEET, CHORD BEARING AND
DISTANCE OF S17°19'11"E 68.26 FEET TO A POINT; S59°15'11"E 15.06 FEET TO A POINT;
S16°03'17"E 87.90 FEET TO A POINT; S22°17'19"E 64.07 FEET TO A POINT; S26°48'12"W 38.98
FEET TO A POINT; S11°17'56"E 42.00 FEET TO A POINT; S53°51'24"E 45.11 FEET TO A POINT;
THENCE WITH A NON TANGENT CURVE AS IT CURVES TO THE RIGHT HAVING A RADIUS
OF 210.00 FEET AND AN ARC DISTANCE OF 211.98 FEET, CHORD BEARING AND DISTANCE
OF S34°46'59"W 203.10 FEET TO A POINT; S63°42'05"W 83.46 FEET TO A POINT; S70°04'01"W
99.21 FEET TO A POINT; S63°42'05"W 100.58 FEET TO A POINT; N71°21'07"W 34.62 FEET TO A
POINT; S63°35'42"W 69.00 FEET TO A POINT; S26°24'18"E 10.78 FEET TO A POINT; S18°38'53"W
34.68 FEET TO A POINT; S63°42'05"W 189.51 FEET TO A POINT; THENCE WITH A CURVE AS
IT CURVES TO THE RIGHT HAVING A RADIUS OF 293.00 FEET AND AN ARC DISTANCE OF
83.11 FEET, CHORD BEARING AND DISTANCE OF S71°49'38"W 82.83 FEET TO A POINT;
THENCE WITH A COMPOUND CURVE AS IT CURVES TO THE RIGHT HAVING A RADIUS OF
285.35 FEET AND AN ARC DISTANCE OF 86.99 FEET, CHORD BEARING AND DISTANCE OF
N84°14'15"W 86.65 FEET TO A POINT; THENCE WITH A COMPOUND CURVE AS IT CURVES
TO THE RIGHT HAVING A RADIUS OF 282.00 FEET AND AN ARC DISTANCE OF 85.33 FEET,
CHORD BEARING AND DISTANCE OF N74°10'53"W 85.01 FEET TO A POINT; N18°19'37"W
37.94 FEET TO A POINT; N58°08'59"W 63.47 FEET TO A POINT; S80°14'06"W 42.48 FEET TO A
POINT; N50°16'30"W 69.60 FEET TO A POINT; THENCE WITH A CURVE AS IT CURVES TO
THE LEFT HAVING A RADIUS OF 432.50 FEET AND AN ARC DISTANCE OF 162.65 FEET,
CHORD BEARING AND DISTANCE OF N61°02'56"W 161.69 FEET TO A POINT; THENCE WITH
A NON TANGENT CURVE AS IT CURVES TO THE LEFT HAVING A RADIUS OF 104.50 FEET
AND AN ARC DISTANCE OF 21.29 FEET, CHORD BEARING AND DISTANCE OF N44°00'36"E
21.25 FEET TO A POINT; N38°10'23"E 23.96 FEET TO A POINT; N51°49'37"W 43.00 FEET TO A
POINT; S38°10'23"W 3.06 FEET TO A POINT; THENCE WITH A CURVE AS IT CURVES TO THE
RIGHT HAVING A RADIUS OF 91.50 FEET AND AN ARC DISTANCE OF 107.34 FEET, CHORD
BEARING AND DISTANCE OF S71°46'50"W 101.29 FEET TO A POINT; N74°36'43"W 22.13 FEET
TO A POINT; N33°18'49"W 19.64 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY
MARGIN OF SKIBO ROAD; THENCE WITH SAID RIGHT-OF-WAY MARGIN N05°27'44"W 42.21
FEET TO IT'S POINT OF INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY MARGIN OF
THE ABERDEEN AND ROCKFISH RAILROAD RECORDED IN DEED BOOK 170 PAGE 102 OF
THE CUMBERLAND COUNTY REGISTRY; THENCE N60°43'04"E 710.36 FEET TO THE POINT
OF BEGINNING, CONTAINING 14.28 ACRES (522,094 SF) MORE OR LESS.

1
2

Exhibit B
Site Plan

